CITY COMMISSION - CITY OF WILDWOOD

Mayor/Commissioner – Ed Wolf – Seat 1
Mayor Pro Tem/Commissioner – Pamala Harrison-Bivins – Seat 2
Joe Elliott – Seat 3
Marcos Flores – Seat 4
Julian Green – Seat 5
Jason McHugh – City Manager

Agenda
Regular Meeting
November 27, 2023 7:00 PM
City Hall Commission Chamber
100 N Main Street

Persons with disabilities or language barriers needing assistance to participate in any of these proceedings should contact the City Clerk's Department, ADA Coordinator, at 352-330-1330, Ext. 103, forty-eight (48) hours in advance of the meeting.

F.S.S. 286.0105 - If a person decides to appeal any decision made by the Commission with respect to any matter considered at this meeting, they will need a record of the proceedings, and that, for such purpose, they 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. The City of Wildwood DOES NOT provide this verbatim record.

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1. Call to Order

2. Consent Agenda/Informational Items

(A consent agenda may be presented by the Mayor at the beginning of a meeting. Items may be removed from the consent agenda at the request of any one Commissioner. Items not removed may be adopted by general consent without debate. Removed items may be either taken up immediately after the consent agenda or placed later on the agenda at the discretion of the Commission.)

A. *EXPENDITURE REPORT*

B. *MINUTES FOR APPROVAL: AUGUST 23, 2023 SPECIAL MEETING*

C. *PLAT 2305-011 WILDWOOD LANDING PHASE 1 IMPROVEMENT PLAN*

MODIFICATION

D. *PLAT 2310-001 VOSO UNIT 228 FINAL PLAT*

E. *EXTENSION FOR SITE PLAN APPROVAL SP 2205-007 104 SWITCHER STREET*

F. *VILLAGES OF SOUTHERN OAKS RIGHT-OF-WAY DEED UNITS NO. 206, 213, 218, 219, AND 220*

G. *VILLAGES OF SOUTHERN OAKS RIGHT-OF-WAY DEED UNITS NO. 209, 210, 211, 212, 214, 215, 216, 217, AND 227*

H. *VILLAGES OF SOUTHERN OAKS RIGHT-OF-WAY DEED UNIT NO. 221*

I. *BUDGETED FINANCIAL ITEMS*

1. *FIRE HYDRANT REPAIRS IN THE AMOUNT OF $77,516.84*
2. *PURCHASE OF ONE (1) VACTRUCK FROM ORLANDO FREIGHTLINER IN THE AMOUNT OF $520,738.00*
3. *REPAIR AND UPGRADE RISER PIPES FOR LIFT STATION NO. 1 (TURNPIKE STATION) FOR THE AMOUNT OF $79,746.88*

3. Presentations and/or Proclamations

A. *RE-READ OF ROBERT "BOB" BERNSTEIN DAY PROCLAMATION*

4. Public Hearings - Timed - Legislative

A. ***SWEAR IN CITY STAFF AND PUBLIC SPEAKERS***

B. ***ORDINANCE NO. O2023-45 -*** *AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA AMENDING AND RESTATING ORDINANCE NO 2017-18, AS AMENDED; RELATING TO THE TRI-COUNTY SOLID WASTE FRANCHISE AGREEMENT; AMENDING EXHIBIT "B" AND EXHIBIT "C"; ESTABLISHING NEW RATES AND FEES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.*

Tri-County Sanitation Franchise Agreement Amendment

Staff recommends approval.

5. Public Hearings - Timed - Quasi-Judicial

6. Public Forum - 4 minute time limit

7. Ordinances First Reading Only (No Vote)

8. Resolutions for Approval

A. ***RESOLUTION NO. R2023-32 -*** *A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILDWOOD, FLORIDA DECLARING CERTAIN EQUIPMENT AS SURPLUS; DETERMINING THAT CERTAIN EQUIPMENT IS TO BE DISPOSED OF THROUGH ONLINE AUCTION, DONATION TO A NON-PROFIT ORGANIZATION, RETAINED FOR PARTS, EMPLOYEE PURCHASE, OR JUNK TO BE DISPOSED OF AS TRASH; PROVIDING FOR AN EFFECTIVE DATE.*

Surplus Computers and Other Equipment Nov. 2023

Staff recommends approval.

9. Financial & Contracts & Agreements

A. *PAY APPLICATION NO.1 FOR MAIN STREET PARKING GARAGE IN THE AMOUNT OF $403,149.92*

B. *PAVEMENT MARKING SERVICES FOR A NOT TO EXCEED AMOUNT OF $20,505.00*

C. *ST. CLAIR STREET IMPROVEMENTS PROJECT NOTICE OF INTENT TO AWARD IN THE AMOUNT OF $524,828.60*

D. *REPAIR AND UPGRADE RISER PIPES FOR LIFT STATION NO. 20 (KPC STATION) FOR THE AMOUNT OF $20,146.09*

E. *AWARD OF RFQ #2024-04 CONSTRUCTION MANAGER AT RISK SERVICES FOR WILDWOOD WRF EXPANSION AND BNR IMPROVEMENTS*

F. *COMMERCIAL CARD AGREEMENT WITH REGIONS BANK*

G. *MILLENNIUM PARK FRDAP AGREEMENT GRANT ACCEPTANCE*

H. *DR. MARTIN LUTHER KING JR. PARK FRDAP GRANT AGREEMENT ACCEPTANCE*

10. General Items for Consideration/Discussion and Other Business

A. *MISSION OF SAN PEDRO ROAD CLOSURE REQUEST*

11. Appointments

A. *APPOINT PRIMARY AND SECONDARY REPRESENTATIVES FOR THE LAKE-SUMTER METROPOLITAN PLANNING ORGANIZATION GOVERNING BOARD*

12. City Manager Reports

A. *FY24 TAX FLYER*

B. *REQUEST TO CANCEL DECEMBER 25, 2023 COMMISSION MEETING*

13. **Other Department Reports**
14. **Commission Members Reports**
15. **City Attorney Reports**
16. **Adjournment**

Upcoming Events

December 1, 2023 - Winterfest & Light Up Wildwood Christmas Parade at City Hall from 6pm to 9pm

December 11, 2023 - City Commission Meeting at City Hall at 9am

December 15, 2023 - Cookies with Santa at the Wildwood Community Center from 6:30pm to 8:30pm

November 27, 2023 7:00 PM

CITY OF WILDWOOD
YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING NOVEMBER 27 2023

Revenue Account Range: *First to Last* ***Include Non-Anticipated:*** *No* ***Year To Date As Of:*** *11/30/23*
Expend Account Range: *First to Last* ***Include Non-Budget:*** *No*
Print Zero YTD Activity: *No* ***Prior Year:*** *Thru 09/30/23*

Revenue Account	Description	Prior Yr Rev	Anticipated	YTD Rev	Excess/Deficit	% Real
001-311-1000	AD VALOREM TAXES	12,877,474.76	16,400,130.00	1,171,584.75	15,228,545.25 -	7
001-312-4100	LOCAL OPTION GAS TAX	707,889.09	1,125,000.00	68,020.62	1,056,979.38 -	6
001-312-6000	DISCRETIONARY/LOCAL GOVT. INFRA	3,573,836.96	4,415,000.00	447,965.65	3,967,034.35 -	10
001-313-1000	FRANCHISE TAX-/PROGRESS ENERGY SVCS	929,826.36	1,050,000.00	116,216.26	933,783.74 -	11
001-313-1010	FRANCHISE TAX- SECO	1,384,938.72	1,600,000.00	280,982.63	1,319,017.37 -	18
001-313-4080	LEESBURG ELECTRIC FRANCHISE FEE	63,141.83	90,000.00	16,183.67	73,816.33 -	18
001-313-4160	FRANCHISE TAX- TECO/PEOPLES GAS	274,086.99	360,000.00	19,725.15	340,274.85 -	5
001-313-4170	FENNEY WATER CONS AUTHORITY-UTILITY T	38,038.20	60,000.00	0.00	60,000.00 -	0
001-313-4175	GIBSON PLACE WATER CONSERV AUTH FRA	0.00	0.00	323.45	323.45	0
001-313-4180	LEESBURG GAS FRANCHISE FEE	53,036.47	75,000.00	8,517.68	66,482.32 -	11
001-313-4190	SOUTH SUMTER UTILITY COMPANY FRANCH	371,019.21	450,000.00	0.00	450,000.00 -	0
001-313-5000	FRANCHISE TAX- WASTE MGMNT-REFUSE S\	221,691.01	220,000.00	18,996.93	201,003.07 -	9
001-313-5001	TRI-COUNTY SANITATION FRANCHISE FEE	211,496.03	350,000.00	0.00	350,000.00 -	0
001-313-5003	FRANCHISE FEE - SEWWC	184,025.83	325,000.00	0.00	325,000.00 -	0
001-314-1000	UTILITY TAX-PROGRESS ENERGY SVCS.	788,002.43	815,000.00	104,570.12	710,429.88 -	13
001-314-1010	UTILITY TAX-SUMTER ELECTRIC	1,060,049.21	1,150,000.00	287,027.81	862,972.19 -	25
001-314-3000	UTILITY TAX-WATER SALES	133,214.91	115,000.00	11,670.38	103,329.62 -	10
001-314-3002	THE VILLAGES-5% WATER UTILITY TAX	208,728.21	250,000.00	17,972.23	232,027.77 -	7
001-314-3003	CENTRAL SUMTER UTILIITY CO. LLC	123,150.59	200,000.00	9,786.22	190,213.78 -	5
001-314-4000	UTILITY TAX-SUBURBAN PROPANE	14,285.69	17,000.00	1,390.87	15,609.13 -	8
001-314-4030	FERRELLGAS LP	1,579.54	1,500.00	118.81	1,381.19 -	8
001-314-4040	CIRCLE K STORES	278.72	200.00	16.19	183.81 -	8
001-314-4080	LEESBURG ELECTRIC UTILITY TAX	39,512.34	55,000.00	14,755.74	40,244.26 -	27
001-314-4081	LEESBURG GAS UTILITY TAX	78,517.79	90,000.00	14,183.50	75,816.50 -	16
001-314-4100	INTERCONN RESOURCES LLC	12,232.09	15,000.00	1,019.08	13,980.92 -	7

CITY OF WILDWOOD
YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING NOVEMBER 27 2023

Revenue Account	Description	Prior Yr Rev	Anticipated	YTD Rev	Excess/Deficit	% Real
001-314-4150	CVS	308.56	300.00	112.82	187.18 -	38
001-314-4151	AMERIGAS PROPANE	6,626.59	9,000.00	225.36	8,774.64 -	2
001-314-4152	LOWE'S PROPANE TAX	1,918.68	2,500.00	140.70	2,359.30 -	6
001-314-4153	BLOSSMAN COMPANIES PROPANE TAX	355.46	300.00	0.00	300.00 -	0
001-314-4160	TECO-PEOPLES GAS	292,302.28	360,000.00	25,853.64	334,146.36 -	7
001-314-4162	GAS SOUTH UTILITY TAX	670.25	400.00	66.66	333.34 -	17
001-314-4190	SOUTH SUMTER UTILITY CO UTILITY TAX	138,733.95	170,000.00	0.00	170,000.00 -	0
001-314-4191	PUBLIX UTILITY TAX	1,027.22	1,000.00	37.19	962.81 -	4
001-314-9010	STATE COMMUNICATIONS TAX	613,531.57	680,000.00	65,271.44	614,728.56 -	10
001-331-5000	FEMA GRANT	65,810.15	0.00	0.00	0.00	0
001-335-1200	STATE REVENUE SHARING	832,340.97	881,300.00	71,815.96	809,484.04 -	8
001-335-1400	MOBILE HOME LICENSES	16,522.99	15,000.00	1,732.73	13,267.27 -	12
001-335-1600	STATE BEVERAGE LICENSES	7,609.04	7,500.00	9,563.31	2,063.31	128
001-335-1800	1/2 CENT SALES TAX	1,910,728.70	1,919,500.00	171,327.97	1,748,172.03 -	9
001-341-2006	COMMUNITY DEVELOPMENT SERVICES	647,525.92	759,000.00	64,060.05	694,939.95 -	8
001-341-2010	TREE MITIGATION PERMITS	93,452.00	500.00	50.00	450.00 -	10
001-347-5300	BUILDING RENTAL-WILDWOOD COMMUNITY	101,080.62	70,000.00	23,864.27	46,135.73 -	34
001-347-5302	COMMUNITY CENTER-RESERVATION FEES	530.00	0.00	34.32 -	34.32 -	0
001-347-5304	COMMUNITY CENTER STAFF FEES	300.00	0.00	0.00	0.00	0
001-347-5305	BUILDING RENTAL-OXFORD COMMUNITY CE	11,804.65	10,000.00	828.12	9,171.88 -	8
001-347-5306	BUILDING RENTAL-MLK JR COMMUNITY CEN	1,863.62	1,500.00	198.03	1,301.97 -	13
001-347-5307	OUTDOOR BUILDING RENTALS	199.08	100.00	42.97	57.03 -	43
001-347-5308	OPEN SPACE RENTALS	1,190.30	800.00	100.00	700.00 -	12
001-350-1000	FINES	45,332.73	30,000.00	6,512.01	23,487.99 -	22
001-351-1002	CODE ENFORCEMENT	2,212.86	1,500.00	464.03	1,035.97 -	31
001-351-3000	POLICE-2ND DOLLAR FUND	3,636.85	2,500.00	549.19	1,950.81 -	22
001-361-0000	INTEREST EARNINGS	197,068.73	100,000.00	23,098.18	76,901.82 -	23
001-369-0000	OTHER MISCELLANEOUS REVENUE	12,884.48	10,000.00	18.05	9,981.95 -	0

CITY OF WILDWOOD
YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING NOVEMBER 27 2023

Revenue Account	Description	Prior Yr Rev	Anticipated	YTD Rev	Excess/Deficit	% Real
001-369-0010	STATE HIGHWAY LIGHTING AGREEMENT	17,765.05	18,300.00	0.00	18,300.00 -	0
001-369-0012	FDOT HIGHWAY MAINTENANCE AGREEMENT	13,152.00	15,000.00	4,747.50	10,252.50 -	32
001-369-0042	JACKSON ST. DAYCARE BDLG LEASE	0.00	10,000.00	0.00	10,000.00 -	0
001-369-0050	AUCTION PROCEEDS	28,512.67	0.00	0.00	0.00	0
001-369-0058	DONATIONS	16,716.00	0.00	100.00	100.00	0
001-369-0076	BASEBALL FIELD RENTAL	5,035.07	3,000.00	1,093.48	1,906.52 -	36
001-369-0078	FIELD PREPARATION FEES	954.24	500.00	320.00	180.00 -	64
001-369-0792	PROGRAM REGISTRATION FEES	40,566.41	30,000.00	2,955.00	27,045.00 -	10
001-369-0794	CONCESSION / VENDOR FEES	55.00	0.00	100.00	100.00	0
001-369-0796	SPECIAL EVENT REGISTRATION FEES	5,065.45	5,000.00	0.00	5,000.00 -	0
001-369-2100	POLICE DEPT MISCELLANEOUS REVENUE	5,525.39	3,500.00	420.00	3,080.00 -	12
001-369-3748	MISC. GRANTS/VESTS	2,800.00	2,500.00	1,600.00	900.00 -	64
001-369-4000	FUEL TAX REFUND	9,999.57	12,000.00	0.00	12,000.00 -	0
001-382-1010	TRANSFER FROM INDUSTRIAL PARK	10,000.00	10,000.00	0.00	10,000.00 -	0
001-382-1013	TRANSFER FROM LAW ENFORCEMENT IMP F	412,800.00	412,800.00	0.00	412,800.00 -	0
001-389-5000	NON-OPERATIONAL CASH FORWARD-GEN FU	0.00	12,000,000.00	0.00	12,000,000.00 -	0
	GENERAL FUND Revenue Totals	**28,926,568.08**	**46,784,130.00**	**3,088,262.08**	**43,695,867.92 -**	**6**

Expenditure Account	Description	Prior Yr Expd	Budgeted	YTD Expended	Unexpended	% Expd
001-511-00-0000	LEGISLATIVE- CITY COMMISSION:	0.00	0.00	0.00	0.00	0
001-511-10-1200	SALARIES	49,416.89	51,690.00	8,282.52	43,407.48	16
001-511-10-2100	FICA EXPENSE	3,780.22	3,960.00	633.58	3,326.42	16
001-511-10-2200	RETIREMENT	27,624.40	30,340.00	4,860.16	25,479.84	16
001-511-10-2300	LIFE & HEALTH INSURANCE	469.49	450.00	47.50	402.50	11
001-511-10-2600	WORKERS COMPENSATION INSURANCE	163.59	250.00	144.49	105.51	58
001-511-30-3100	PROFESSIONAL SERVICES	2,520.00	6,000.00	0.00	6,000.00	0
001-511-30-4000	TRAVEL & PER DIEM	3,858.10	7,000.00	823.41	6,176.59	12
001-511-30-4100	TELEPHONE EXPENSE	1,087.28	2,000.00	90.78	1,909.22	5

CITY OF WILDWOOD
YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING NOVEMBER 27 2023

Expenditure Account	Description	Prior Yr Expd	Budgeted	YTD Expended	Unexpended	% Expd
001-511-30-4110	IT LICENSING / EQUIPMENT	5,121.35	5,970.00	0.00	5,970.00	0
001-511-30-4600	REPAIR & MAINTENANCE	0.00	500.00	0.00	500.00	0
001-511-30-4900	MISC. EXPENSE & OTHER CURRENT	2,708.35	2,500.00	0.00	2,500.00	0
001-511-30-5100	OFFICE SUPPLIES	0.00	150.00	0.00	150.00	0
001-511-30-5200	OPERATING SUPPLIES	23.15	400.00	0.00	400.00	0
001-511-30-5400	SUBSCRIPTIONS/DUES	4,212.00	6,300.00	3,912.00	2,388.00	62
001-511-30-5500	TRAINING	1,725.00	2,800.00	0.00	2,800.00	0
001-511-60-6200	CAP. IMPROVEMENT-BUILDINGS	0.00	300,000.00	0.00	300,000.00	0
	511 LEGISLATIVE- CITY COMMISSION:	**102,709.82**	**420,310.00**	**18,794.44**	**401,515.56**	**4**
001-512-00-0000	EXECUTIVE- CITY MANAGER:	0.00	0.00	0.00	0.00	0
001-512-10-1200	SALARIES	399,176.28	509,290.00	52,155.75	457,134.25	10
001-512-10-1500	SICK LEAVE	4,591.46	0.00	1,101.95	1,101.95 -	0
001-512-10-1600	VACATION PAY	26,104.49	0.00	2,183.01	2,183.01 -	0
001-512-10-1800	HOLIDAY PAY	18,026.99	0.00	0.00	0.00	0
001-512-10-2100	FICA EXPENSE	33,567.86	38,970.00	4,218.29	34,751.71	11
001-512-10-2200	RETIREMENT	112,969.95	138,110.00	15,151.37	122,958.63	11
001-512-10-2210	BENEFIT ADMIN FEES	153.00	0.00	9.00	9.00 -	0
001-512-10-2300	LIFE & HEALTH INSURANCE	40,486.96	46,800.00	6,874.08	39,925.92	15
001-512-10-2600	WORKERS COMPENSATION INSURANCE	545.36	500.00	288.99	211.01	58
001-512-30-3100	PROFESSIONAL SERVICES	133,495.95	318,200.00	6,400.00	311,800.00	2
001-512-30-3400	OTHER CONTRACTUAL SERVICES	105.00	0.00	0.00	0.00	0
001-512-30-3450	CLOTHING AND UNIFORMS	183.96	750.00	0.00	750.00	0
001-512-30-4000	TRAVEL & PER DIEM	7,320.95	10,600.00	1,581.01	9,018.99	15
001-512-30-4100	TELEPHONE EXPENSE	3,985.51	5,000.00	171.56	4,828.44	3
001-512-30-4110	IT LICENSING / EQUIPMENT	11,800.91	23,150.00	7,776.55	15,373.45	34
001-512-30-4150	ADVERTISING/RECORDING EXPENSE	1,819.40	4,000.00	486.48	3,513.52	12
001-512-30-4200	POSTAGE/TRANSPORTATION FEES	277.35	1,000.00	0.00	1,000.00	0

CITY OF WILDWOOD
YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING NOVEMBER 27 2023

Expenditure Account	Description	Prior Yr Expd	Budgeted	YTD Expended	Unexpended	% Expd
001-512-30-4600	REPAIR & MAINTENANCE	1,097.68	5,800.00	324.07	5,475.93	6
001-512-30-4900	MISC. EXPENSE & OTHER CURRENT	638.69	2,500.00	0.00	2,500.00	0
001-512-30-5100	OFFICE SUPPLIES	1,403.47	2,000.00	93.38	1,906.62	5
001-512-30-5200	OPERATING SUPPLIES	7,042.67	18,750.00	0.00	18,750.00	0
001-512-30-5400	SUBSCRIPTIONS/DUES	3,596.75	6,300.00	0.00	6,300.00	0
001-512-30-5500	TRAINING	4,457.85	9,700.00	0.00	9,700.00	0
001-512-60-6400	CAP. IMPROVEMENT-MACHINERY	4,633.40	0.00	0.00	0.00	0
	512 EXECUTIVE- CITY MANAGER:	**817,481.89**	**1,141,420.00**	**98,815.49**	**1,042,604.51**	**9**
001-513-00-0000	CLERK/FINANCE DEPARTMENT:	0.00	0.00	0.00	0.00	0
001-513-10-1200	SALARIES	220,727.34	382,120.00	33,130.59	348,989.41	9
001-513-10-1300	OVERTIME	0.00	500.00	0.00	500.00	0
001-513-10-1500	SICK LEAVE	6,431.84	0.00	819.93	819.93 -	0
001-513-10-1600	VACATION PAY	12,552.80	0.00	707.37	707.37 -	0
001-513-10-1800	HOLIDAY PAY	8,838.03	0.00	0.00	0.00	0
001-513-10-2100	FICA EXPENSE	19,013.36	29,280.00	2,651.34	26,628.66	9
001-513-10-2200	RETIREMENT	35,394.95	49,760.00	5,284.86	44,475.14	11
001-513-10-2210	BENEFIT ADMIN FEES	75.00	0.00	4.50	4.50 -	0
001-513-10-2300	LIFE & HEALTH INSURANCE	36,748.71	46,800.00	5,757.54	41,042.46	12
001-513-10-2500	UNEMPLOYMENT COMPENSATION	0.00	500.00	0.00	500.00	0
001-513-10-2600	WORKERS COMPENSATION INSURANCE	1,090.71	1,000.00	578.00	422.00	58
001-513-30-3100	PROFESSIONAL SERVICES	4,000.00	13,390.00	0.00	13,390.00	0
001-513-30-3200	ACCOUNTING/AUDITING FEE	19,250.00	24,000.00	0.00	24,000.00	0
001-513-30-3400	OTHER CONTRACTUAL SERVICES	13,581.98	17,210.00	1,170.16	16,039.84	7
001-513-30-4000	TRAVEL & PER DIEM	601.17	3,350.00	17.00	3,333.00	1
001-513-30-4100	TELEPHONE EXPENSE	5,437.91	7,510.00	73.75	7,436.25	1
001-513-30-4110	IT LICENSING / EQUIPMENT	31,339.27	71,720.00	42,384.62	29,335.38	59
001-513-30-4150	ADVERTISING/RECORDING EXPENSE	1,434.80	1,580.00	1,143.82	436.18	72

CITY OF WILDWOOD
YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING NOVEMBER 27 2023

Expenditure Account	Description	Prior Yr Expd	Budgeted	YTD Expended	Unexpended	% Expd
001-513-30-4200	POSTAGE/TRANSPORTATION FEES	2,412.78	7,880.00	1.74 -	7,881.74	0 -
001-513-30-4300	UTILITIES EXPENSE	18,888.70	27,300.00	1,566.84	25,733.16	6
001-513-30-4400	RENTAL & LEASING	3,127.85	3,940.00	363.39	3,576.61	9
001-513-30-4500	GENERAL INSURANCE	189,109.92	400,000.00	314,743.00	85,257.00	79
001-513-30-4600	REPAIR & MAINTENANCE	14,957.33	33,060.00	5,346.88	27,713.12	16
001-513-30-4900	MISC. EXPENSE & OTHER CURRENT	4,611.16	6,000.00	681.86	5,318.14	11
001-513-30-4910	ELECTION EXPENSES	0.00	500.00	0.00	500.00	0
001-513-30-5100	OFFICE SUPPLIES	3,752.67	6,830.00	359.03	6,470.97	5
001-513-30-5200	OPERATING SUPPLIES	6,126.97	7,930.00	848.89	7,081.11	11
001-513-30-5400	SUBSCRIPTIONS/DUES	357.50	2,090.00	150.00	1,940.00	7
001-513-30-5500	TRAINING	799.00	9,530.00	0.00	9,530.00	0
001-513-60-6400	CAP. IMPROVEMENT-MACHINERY	0.00	10,000.00	0.00	10,000.00	0
001-513-70-7100	DEBT SERVICE/CITY HALL-PRINCIPAL	112,593.26	115,381.00	0.00	115,381.00	0
001-513-70-7200	DEBT SERVICE/CITY HALL-INTEREST	21,834.28	19,049.00	0.00	19,049.00	0
001-513-70-7500	DEBT SERVICE/POLICE STATION-PRINCIPAL	229,425.30	235,452.00	0.00	235,452.00	0
001-513-70-7550	DEBT SERVICE/POLICE STATION-INTEREST	62,185.41	56,158.00	0.00	56,158.00	0
001-513-70-7600	DEBT SERV/2018 GEN FUND PROJ LOAN-PRI	333,314.33	339,580.00	168,998.15	170,581.85	50
001-513-70-7650	DEBT SERV/2018 GEN FUND PROJ LOAN-INTI	89,263.05	83,010.00	42,286.03	40,723.97	51
	513 CLERK/FINANCE DEPARTMENT:	**1,509,277.38**	**2,012,410.00**	**629,065.81**	**1,383,344.19**	**31**
001-516-00-0000	DEVELOPMENT SERVICES:	0.00	0.00	0.00	0.00	0
001-516-10-1200	SALARIES	520,653.39	907,790.00	76,890.22	830,899.78	8
001-516-10-1300	OVERTIME	951.80	1,000.00	0.00	1,000.00	0
001-516-10-1500	SICK LEAVE	14,218.60	0.00	3,365.10	3,365.10 -	0
001-516-10-1600	VACATION PAY	26,461.79	0.00	3,473.89	3,473.89 -	0
001-516-10-1800	HOLIDAY PAY	20,973.43	0.00	0.00	0.00	0
001-516-10-2100	FICA EXPENSE	44,619.98	69,530.00	6,405.30	63,124.70	9
001-516-10-2200	RETIREMENT	84,382.73	154,060.00	13,226.05	140,833.95	9

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Expenditure Account	Description	Prior Yr Expd	Budgeted	YTD Expended	Unexpended	% Expd
001-516-10-2210	BENEFIT ADMIN FEES	103.50	0.00	9.00	9.00 -	0
001-516-10-2300	LIFE & HEALTH INSURANCE	80,945.20	107,640.00	14,353.73	93,286.27	13
001-516-10-2600	WORKERS COMPENSATION INSURANCE	1,636.07	1,500.00	866.99	633.01	58
001-516-30-3100	PROFESSIONAL SERVICES	603,246.74	795,000.00	1,661.35	793,338.65	0
001-516-30-3400	OTHER CONTRACTUAL SERVICES	951.75	1,000.00	0.00	1,000.00	0
001-516-30-3450	CLOTHING AND UNIFORMS	1,015.88	2,150.00	0.00	2,150.00	0
001-516-30-4000	TRAVEL & PER DIEM	5,530.85	14,980.00	354.76	14,625.24	2
001-516-30-4100	TELEPHONE EXPENSE	7,125.87	8,000.00	272.76	7,727.24	3
001-516-30-4110	IT LICENSING / EQUIPMENT	37,471.62	111,810.00	39,102.92	72,707.08	35
001-516-30-4150	ADVERTISING/RECORDING EXPENSE	28,356.57	35,200.00	2,402.98	32,797.02	7
001-516-30-4200	POSTAGE/TRANSPORTATION FEES	1,530.23	2,000.00	0.00	2,000.00	0
001-516-30-4600	REPAIR & MAINTENANCE	2,237.89	2,500.00	34.83	2,465.17	1
001-516-30-4900	MISC. EXPENSE & OTHER CURRENT	2,398.31	5,000.00	7,776.40	2,776.40 -	156
001-516-30-4950	CODE ENFORCEMENT	8,266.28	58,500.00	10,282.96	48,217.04	18
001-516-30-5100	OFFICE SUPPLIES	1,827.88	10,000.00	96.44	9,903.56	1
001-516-30-5200	OPERATING SUPPLIES	3,409.32	10,000.00	64.21	9,935.79	1
001-516-30-5250	FUEL EXPENSE	1,423.51	1,800.00	0.00	1,800.00	0
001-516-30-5400	SUBSCRIPTIONS/DUES	1,934.17	5,180.00	0.00	5,180.00	0
001-516-30-5500	TRAINING	9,509.07	24,180.00	0.00	24,180.00	0
001-516-60-6300	CAPITAL IMPROVEMENT-OTHER	11,128.33	0.00	0.00	0.00	0
	516 DEVELOPMENT SERVICES:	**1,522,310.76**	**2,328,820.00**	**180,639.89**	**2,148,180.11**	**8**
001-518-00-0000	INFORMATION TECHNOLOGY DEPARTMENT	0.00	0.00	0.00	0.00	0
001-518-10-1200	SALARIES	140,441.30	258,440.00	21,391.23	237,048.77	8
001-518-10-1500	SICK LEAVE	3,232.96	0.00	0.00	0.00	0
001-518-10-1600	VACATION PAY	6,919.23	0.00	1,752.84	1,752.84 -	0
001-518-10-1800	HOLIDAY PAY	3,694.26	0.00	0.00	0.00	0
001-518-10-2100	FICA EXPENSE	11,802.86	19,780.00	1,651.17	18,128.83	8

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Expenditure Account	Description	Prior Yr Expd	Budgeted	YTD Expended	Unexpended	% Expd
001-518-10-2200	RETIREMENT	19,222.36	35,080.00	3,140.66	31,939.34	9
001-518-10-2210	BENEFIT ADMIN FEES	54.00	0.00	0.00	0.00	0
001-518-10-2300	LIFE & HEALTH INSURANCE	20,727.19	37,440.00	5,613.41	31,826.59	15
001-518-10-2600	WORKERS COMPENSATION INSURANCE	218.13	200.00	115.60	84.40	58
001-518-30-3100	PROFESSIONAL SERVICES	22,897.00	45,320.00	0.00	45,320.00	0
001-518-30-3400	OTHER CONTRACTUAL SERVICES	5,971.32	15,000.00	18.00	14,982.00	0
001-518-30-4000	TRAVEL & PER DIEM	1,998.28	7,500.00	0.00	7,500.00	0
001-518-30-4100	TELEPHONE EXPENSE	8,114.39	7,500.00	726.60	6,773.40	10
001-518-30-4110	IT LICENSING / EQUIPMENT	12,054.30	14,400.00	22.91	14,377.09	0
001-518-30-4200	POSTAGE/TRANSPORTATION FEES	0.00	250.00	0.00	250.00	0
001-518-30-4300	UTILITIES EXPENSE	2,173.19	2,300.00	176.53	2,123.47	8
001-518-30-4400	RENTAL & LEASING	0.00	500.00	0.00	500.00	0
001-518-30-4600	REPAIR & MAINTENANCE	20.29	2,000.00	0.06	1,999.94	0
001-518-30-4900	MISC. EXPENSE & OTHER CURRENT	397.91	1,000.00	0.00	1,000.00	0
001-518-30-5100	OFFICE SUPPLIES	604.22	1,200.00	5.50	1,194.50	0
001-518-30-5200	OPERATING SUPPLIES	5,279.04	5,000.00	270.85	4,729.15	5
001-518-30-5400	SUBSCRIPTIONS/DUES	350.00	2,500.00	0.00	2,500.00	0
001-518-30-5500	TRAINING	2,434.91	12,000.00	0.00	12,000.00	0
001-518-30-5550	LICENSING	15,120.10	43,625.00	8,975.00	34,650.00	21
001-518-60-6400	CAP. IMPROVEMENTS-MACHINERY/EQUIP	4,072.69	16,000.00	0.00	16,000.00	0
	518 INFORMATION TECHNOLOGY DEPARTME	**287,799.93**	**527,035.00**	**43,860.36**	**483,174.64**	**8**
001-519-00-0000	HUMAN RESOURCE DEPARTMENT:	0.00	0.00	0.00	0.00	0
001-519-10-1200	SALARIES	119,203.71	206,190.00	17,479.32	188,710.68	8
001-519-10-1500	SICK LEAVE	1,838.36	0.00	75.31	75.31 -	0
001-519-10-1600	VACATION PAY	6,336.13	0.00	903.23	903.23 -	0
001-519-10-1800	HOLIDAY PAY	5,277.49	0.00	0.00	0.00	0
001-519-10-2100	FICA EXPENSE	10,147.87	15,780.00	1,412.00	14,368.00	9

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Expenditure Account	Description	Prior Yr Expd	Budgeted	YTD Expended	Unexpended	% Expd
001-519-10-2200	RETIREMENT	16,476.01	27,980.00	2,504.74	25,475.26	9
001-519-10-2210	BENEFIT ADMIN FEES	49.50	0.00	4.50	4.50 -	0
001-519-10-2300	LIFE & HEALTH INSURANCE	17,342.88	28,080.00	2,310.99	25,769.01	8
001-519-10-2600	WORKERS COMPENSATION INSURANCE	119.99	110.00	63.57	46.43	58
001-519-30-3100	PROFESSIONAL SERVICES	33,205.00	27,200.00	0.00	27,200.00	0
001-519-30-3400	OTHER CONTRACTUAL SERVICES	4,397.96	6,400.00	58.00	6,342.00	1
001-519-30-4000	TRAVEL & PER DIEM	3,208.81	5,500.00	0.00	5,500.00	0
001-519-30-4100	TELEPHONE EXPENSE	4,805.63	4,750.00	102.62	4,647.38	2
001-519-30-4110	IT LICENSING / EQUIPMENT	21,442.11	45,880.00	22,865.53	23,014.47	50
001-519-30-4150	ADVERTISING/RECRUITING	1,780.25	7,200.00	395.00	6,805.00	5
001-519-30-4200	POSTAGE/TRANSPORTATION FEES	166.92	500.00	0.00	500.00	0
001-519-30-4300	UTILITIES EXPENSE	1,941.27	2,300.00	176.53	2,123.47	8
001-519-30-4400	RENTAL & LEASING	0.00	60.00	0.00	60.00	0
001-519-30-4600	REPAIR & MAINTENANCE	2,987.75	3,500.00	608.82	2,891.18	17
001-519-30-4800	EMPLOYEE PROGRAMS	8,414.36	13,200.00	1,344.64	11,855.36	10
001-519-30-4900	MISC. EXPENSE & OTHER CURRENT	637.16	1,000.00	0.00	1,000.00	0
001-519-30-5100	OFFICE SUPPLIES	1,294.92	2,900.00	209.70	2,690.30	7
001-519-30-5200	OPERATING SUPPLIES	2,234.93	5,300.00	43.04	5,256.96	1
001-519-30-5250	FUEL EXPENSE	680.38	600.00	0.00	600.00	0
001-519-30-5400	SUBSCRIPTIONS/DUES	2,486.82	1,600.00	0.00	1,600.00	0
001-519-30-5500	TRAINING	5,562.77	5,450.00	0.00	5,450.00	0
001-519-30-5501	STAFF TRAINING PROGRAMS	2,394.70	6,450.00	9.36	6,440.64	0
	519 HUMAN RESOURCE DEPARTMENT:	**274,433.68**	**417,930.00**	**50,566.90**	**367,363.10**	**12**
001-521-00-0000	POLICE DEPARTMENT:	0.00	0.00	0.00	0.00	0
001-521-10-1200	SALARIES	2,352,433.13	4,137,570.00	324,272.69	3,813,297.31	8
001-521-10-1220	UNIFORM ALLOWANCE	14,160.00	14,820.00	1,260.00	13,560.00	8
001-521-10-1250	ON CALL	6,375.00	10,400.00	1,175.00	9,225.00	11

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Expenditure Account	Description	Prior Yr Expd	Budgeted	YTD Expended	Unexpended	% Expd
001-521-10-1260	SHIFT DIFFERENTIAL	12,907.03	20,080.00	1,566.84	18,513.16	8
001-521-10-1300	OVERTIME	122,261.90	157,000.00	15,174.79	141,825.21	10
001-521-10-1500	SICK LEAVE	56,978.41	0.00	6,178.48	6,178.48 -	0
001-521-10-1600	VACATION PAY	110,427.31	0.00	13,190.94	13,190.94 -	0
001-521-10-1700	INCENTIVE PAY	23,270.00	56,000.00	2,140.00	53,860.00	4
001-521-10-1800	HOLIDAY PAY	96,792.19	0.00	0.00	0.00	0
001-521-10-1820	HOLIDAY PREMIUM	107,836.95	82,000.00	0.00	82,000.00	0
001-521-10-2100	FICA EXPENSE	222,112.94	341,430.00	27,896.51	313,533.49	8
001-521-10-2200	RETIREMENT	798,563.39	1,508,280.00	110,675.60	1,397,604.40	7
001-521-10-2210	BENEFIT ADMIN FEES	418.50	0.00	45.00	45.00 -	0
001-521-10-2300	LIFE & HEALTH INSURANCE	365,935.51	575,640.00	60,829.52	514,810.48	11
001-521-10-2500	UNEMPLOYMENT COMP. REIMBURSEMENT	4,608.24	0.00	0.00	0.00	0
001-521-10-2600	WORKERS COMPENSATION INSURANCE	70,894.89	75,000.00	43,349.43	31,650.57	58
001-521-30-3100	PROFESSIONAL SERVICES	17,414.19	52,000.00	1,666.96	50,333.04	3
001-521-30-3400	OTHER CONTRACTUAL SERVICES	38,152.58	61,500.00	2,551.50	58,948.50	4
001-521-30-3450	CLOTHING AND UNIFORMS	9,092.53	15,000.00	0.00	15,000.00	0
001-521-30-3500	INVESTIGATIONS	8,792.29	17,000.00	903.10	16,096.90	5
001-521-30-4000	TRAVEL & PER DIEM	9,544.20	12,000.00	569.94	11,430.06	5
001-521-30-4100	TELEPHONE EXPENSE	62,549.63	82,000.00	4,482.05	77,517.95	5
001-521-30-4110	IT LICENSING / EQUIPMENT	214,454.17	268,200.00	31,818.23	236,381.77	12
001-521-30-4200	POSTAGE/TRANSPORTATION FEES	149.98	3,000.00	0.00	3,000.00	0
001-521-30-4300	UTILITIES EXPENSE	63,841.54	54,000.00	404.01	53,595.99	1
001-521-30-4400	RENTAL & LEASING	2,133.43	10,500.00	303.99	10,196.01	3
001-521-30-4600	REPAIR & MAINTENANCE	83,232.20	75,000.00	5,300.57	69,699.43	7
001-521-30-4900	MISC. EXPENSE & OTHER CURRENT	77.89	4,000.00	0.00	4,000.00	0
001-521-30-4960	BOOT ALLOWANCE	3,662.09	6,500.00	257.92	6,242.08	4
001-521-30-5100	OFFICE SUPPLIES	1,587.89	5,000.00	42.01	4,957.99	1
001-521-30-5200	OPERATING SUPPLIES	52,647.04	85,000.00	2,735.00	82,265.00	3

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Expenditure Account	Description	Prior Yr Expd	Budgeted	YTD Expended	Unexpended	% Expd
001-521-30-5250	FUEL EXPENSE	149,285.20	180,000.00	74.42	179,925.58	0
001-521-30-5400	SUBSCRIPTIONS/DUES	1,650.05	3,000.00	0.00	3,000.00	0
001-521-30-5500	TRAINING	36,516.56	40,000.00	1,470.00	38,530.00	4
001-521-60-6300	CAPITAL IMPROVEMENT-OTHER	208,278.80	40,000.00	0.00	40,000.00	0
001-521-60-6350	POLICE IMPACT FEE PROJECTS	0.00	0.00	581.52	581.52 -	0
001-521-60-6400	CAP. IMPROVEMENT-MACHINERY	81,449.00	554,600.00	0.00	554,600.00	0
	521 POLICE DEPARTMENT:	**5,410,486.65**	**8,546,520.00**	**660,916.02**	**7,885,603.98**	**8**
001-541-00-0000	PUBLIC WORKS/STREET DEPT.	0.00	0.00	0.00	0.00	0
001-541-10-1200	SALARIES	930,248.15	1,538,070.00	143,978.17	1,394,091.83	9
001-541-10-1250	ON CALL	3,900.00	3,900.00	650.00	3,250.00	17
001-541-10-1300	OVERTIME	11,916.51	12,000.00	2,633.95	9,366.05	22
001-541-10-1500	SICK LEAVE	51,790.96	0.00	4,254.28	4,254.28 -	0
001-541-10-1600	VACATION PAY	55,362.39	0.00	7,910.83	7,910.83 -	0
001-541-10-1800	HOLIDAY PAY	39,263.68	0.00	0.00	0.00	0
001-541-10-1820	HOLIDAY PREMIUM	7,596.03	0.00	0.00	0.00	0
001-541-10-2100	FICA EXPENSE	84,276.14	118,880.00	12,189.32	106,690.68	10
001-541-10-2200	RETIREMENT	167,583.89	236,570.00	25,620.07	210,949.93	11
001-541-10-2300	LIFE & HEALTH INSURANCE	165,630.32	243,360.00	29,312.74	214,047.26	12
001-541-10-2500	UNEMPLOYMENT COMPENSATION	39.50	2,000.00	0.00	2,000.00	0
001-541-10-2600	WORKERS COMPENSATION INSURANCE	21,813.82	25,000.00	14,449.81	10,550.19	58
001-541-30-3100	PROFESSIONAL SERVICES	132,049.76	449,500.00	167.80	449,332.20	0
001-541-30-3400	OTHER CONTRACTUAL SERVICES	419,040.42	350,100.00	22,331.83	327,768.17	6
001-541-30-3440	RIGHT-OF-WAY MAINTENANCE	224,310.25	395,000.00	11,946.24	383,053.76	3
001-541-30-3450	CLOTHING AND UNIFORMS	8,765.60	8,000.00	1,978.57	6,021.43	25
001-541-30-4000	TRAVEL & PER DIEM	1,435.34	5,500.00	0.00	5,500.00	0
001-541-30-4100	TELEPHONE EXPENSE	20,442.43	24,600.00	1,359.95	23,240.05	6
001-541-30-4110	IT LICENSING / EQUIPMENT	34,153.45	83,100.00	271.99	82,828.01	0

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001-541-30-4200	POSTAGE/TRANSPORTATION FEES	92.07	150.00	0.00	150.00	0
001-541-30-4300	UTILITIES EXPENSE	22,780.35	23,200.00	1,639.38	21,560.62	7
001-541-30-4350	VILLAGES STREET LIGHTING	507,878.07	600,000.00	43,895.58	556,104.42	7
001-541-30-4400	RENTAL & LEASING	3,349.34	7,580.00	2,903.72	4,676.28	38
001-541-30-4600	REPAIR & MAINTENANCE	45,875.13	51,500.00	656.32	50,843.68	1
001-541-30-4601	REPAIR & MAINTENANCE - BUILDINGS	26,968.35	35,000.00	39.49	34,960.51	0
001-541-30-4603	PAVEMENT PRESERVATION/REHABILITATION	0.00	1,000,000.00	0.00	1,000,000.00	0
001-541-30-4900	MISC. EXPENSE & OTHER CURRENT	322.10	3,000.00	0.00	3,000.00	0
001-541-30-4940	LANDFILL DISPOSAL FEES	3,904.13	6,000.00	249.60	5,750.40	4
001-541-30-4960	BOOT ALLOWANCE	3,154.56	4,200.00	1,602.16	2,597.84	38
001-541-30-5100	OFFICE SUPPLIES	2,537.48	3,000.00	388.07	2,611.93	13
001-541-30-5200	OPERATING SUPPLIES	71,147.55	70,000.00	7,520.67	62,479.33	11
001-541-30-5250	FUEL EXPENSE	31,160.82	35,000.00	0.00	35,000.00	0
001-541-30-5400	SUBSCRIPTIONS/DUES	5,204.03	11,940.00	650.00	11,290.00	5
001-541-30-5500	TRAINING	11,459.60	22,080.00	345.00	21,735.00	2
001-541-60-6115	CITY HALL / ANNEX REHAB	22,995.58	50,000.00	891.80	49,108.20	2
001-541-60-6200	CAP. IMPROVEMENT-BUILDINGS	0.00	150,000.00	10,993.60	139,006.40	7
001-541-60-6210	PUBLIC WORKS BUILDING	6,308.00	0.00	0.00	0.00	0
001-541-60-6300	CAPITAL IMPROVEMENT-OTHER	0.00	75,000.00	0.00	75,000.00	0
001-541-60-6400	CAP. IMPROVEMENT-MACHINERY	303,139.02	190,000.00	18,440.86	171,559.14	10
001-541-60-6681	PRINCIPAL-EQUIPMENT LEASE	28,171.17	29,240.00	29,231.37	8.63	100
001-541-60-6691	INTEREST-EQUIPMENT LEASE	2,160.33	1,110.00	1,100.13	9.87	99
	541 PUBLIC WORKS/STREET DEPT.	**3,478,226.32**	**5,863,580.00**	**399,603.30**	**5,463,976.70**	**7**
001-549-00-0000	FLEET MAINTENANCE DEPT:	0.00	0.00	0.00	0.00	0
001-549-10-1200	SALARIES	217,193.87	292,280.00	27,215.79	265,064.21	9
001-549-10-1300	OVERTIME	0.00	1,500.00	0.00	1,500.00	0
001-549-10-1500	SICK LEAVE	5,641.21	0.00	314.24	314.24 -	0

CITY OF WILDWOOD
YEAR TO DATE REVENUE-EXPENDITURE REPORT
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Expenditure Account	Description	Prior Yr Expd	Budgeted	YTD Expended	Unexpended	% Expd
001-549-10-1600	VACATION PAY	14,415.13	0.00	3,863.40	3,863.40 -	0
001-549-10-1800	HOLIDAY PAY	9,083.30	0.00	0.00	0.00	0
001-549-10-2100	FICA EXPENSE	18,844.53	22,480.00	2,401.62	20,078.38	11
001-549-10-2200	RETIREMENT	30,615.93	39,870.00	4,260.11	35,609.89	11
001-549-10-2210	BENEFIT ADMIN FEES	36.00	0.00	9.00	9.00 -	0
001-549-10-2300	LIFE & HEALTH INSURANCE	40,971.87	46,800.00	5,736.23	41,063.77	12
001-549-10-2600	WORKERS COMPENSATION INSURANCE	8,507.44	8,200.00	4,739.54	3,460.46	58
001-549-30-3100	PROFESSIONAL SERVICES	25.00	500.00	0.00	500.00	0
001-549-30-3400	OTHER CONTRACTUAL SERVICES	2,915.64	8,000.00	55.00	7,945.00	1
001-549-30-3450	CLOTHING AND UNIFORMS	2,587.72	1,500.00	235.17	1,264.83	16
001-549-30-4000	TRAVEL & PER DIEM	3.84	100.00	0.00	100.00	0
001-549-30-4100	TELEPHONE EXPENSE	3,840.48	3,500.00	45.39	3,454.61	1
001-549-30-4110	IT LICENSING / EQUIPMENT	12,132.52	31,500.00	1,888.02	29,611.98	6
001-549-30-4200	POSTAGE/TRANSPORTATION FEES	0.00	100.00	9.22	90.78	9
001-549-30-4300	UTILITIES EXPENSE	5,044.47	7,000.00	370.39	6,629.61	5
001-549-30-4400	RENTAL & LEASING	1,706.37	2,500.00	53.04	2,446.96	2
001-549-30-4600	REPAIR & MAINTENANCE	3,105.14	5,000.00	466.91	4,533.09	9
001-549-30-4900	MISC. EXPENSE & OTHER CURRENT	0.00	100.00	0.00	100.00	0
001-549-30-4960	BOOT ALLOWANCE	622.34	700.00	175.00	525.00	25
001-549-30-5100	OFFICE SUPPLIES	1,212.89	1,500.00	0.00	1,500.00	0
001-549-30-5200	OPERATING SUPPLIES	32,551.94	35,000.00	5,189.34	29,810.66	15
001-549-30-5250	FUEL EXPENSE	3,445.46	3,600.00	24.15	3,575.85	1
001-549-30-5400	SUBSCRIPTIONS/DUES	886.54	500.00	0.00	500.00	0
001-549-30-5500	TRAINING	1,434.00	3,000.00	0.00	3,000.00	0
001-549-60-6400	CAP. IMPROVEMENTS-MACHINERY/EQUIP	84,300.11	45,000.00	1,840.62	43,159.38	4
	549 FLEET MAINTENANCE DEPT:	**501,123.74**	**560,230.00**	**58,892.18**	**501,337.82**	**11**
001-572-00-0000	PARKS & RECREATION:	0.00	0.00	0.00	0.00	0

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YEAR TO DATE REVENUE-EXPENDITURE REPORT
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Expenditure Account	Description	Prior Yr Expd	Budgeted	YTD Expended	Unexpended	% Expd
001-572-10-1200	SALARIES	528,871.90	1,027,940.00	74,827.15	953,112.85	7
001-572-10-1250	ON CALL	3,900.00	3,500.00	650.00	2,850.00	19
001-572-10-1300	OVERTIME	9,050.86	2,000.00	1,500.06	499.94	75
001-572-10-1500	SICK LEAVE	18,053.57	0.00	1,224.76	1,224.76 -	0
001-572-10-1600	VACATION PAY	19,144.82	0.00	7,502.54	7,502.54 -	0
001-572-10-1800	HOLIDAY PAY	20,144.75	0.00	0.00	0.00	0
001-572-10-2100	FICA EXPENSE	46,126.25	79,060.00	6,556.38	72,503.62	8
001-572-10-2200	RETIREMENT	72,584.86	140,240.00	11,630.08	128,609.92	8
001-572-10-2210	BENEFIT ADMIN FEES	9.00	0.00	0.00	0.00	0
001-572-10-2300	LIFE & HEALTH INSURANCE	110,296.50	168,480.00	19,680.50	148,799.50	12
001-572-10-2600	WORKERS COMPENSATION INSURANCE	6,544.18	6,500.00	3,756.96	2,743.04	58
001-572-30-3100	PROFESSIONAL SERVICES	15,126.79	14,000.00	275.00	13,725.00	2
001-572-30-3400	OTHER CONTRACTUAL SERVICES	97,001.05	159,200.00	33,424.85	125,775.15	21
001-572-30-3450	CLOTHING AND UNIFORMS	2,882.30	8,250.00	1,631.04	6,618.96	20
001-572-30-4000	TRAVEL & PER DIEM	839.57	4,550.00	9.81	4,540.19	0
001-572-30-4100	TELEPHONE EXPENSE	24,706.92	14,600.00	1,154.89	13,445.11	8
001-572-30-4110	IT LICENSING / EQUIPMENT	39,819.80	53,720.00	3,526.13	50,193.87	7
001-572-30-4150	ADVERTISING AND PROMOTIONS	30,595.41	25,000.00	0.00	25,000.00	0
001-572-30-4200	POSTAGE/TRANSPORTATION FEES	5.46	200.00	0.00	200.00	0
001-572-30-4300	UTILITIES EXPENSE	32,955.60	35,000.00	9,325.65	25,674.35	27
001-572-30-4400	RENTAL & LEASING	3,516.27	6,900.00	831.90	6,068.10	12
001-572-30-4600	REPAIR & MAINTENANCE	35,138.45	48,650.00	1,106.67	47,543.33	2
001-572-30-4601	REPAIR & MAINTENANCE - BUILDINGS	23,464.57	36,000.00	2,913.24	33,086.76	8
001-572-30-4610	BAKER HOUSE MAINTENANCE	1,495.52	15,000.00	58.96	14,941.04	0
001-572-30-4620	BAKER HOUSE OPERATIONS-OTHER MISC.	4,930.49	5,720.00	389.46	5,330.54	7
001-572-30-4630	BAKER HOUSE SPECIAL EVENTS	11,356.54	15,000.00	131.08	14,868.92	1
001-572-30-4900	MISC. EXPENSE & OTHER CURRENT	424.19	5,000.00	88.26 -	5,088.26	2 -
001-572-30-4910	SPECIAL EVENTS	132,975.30	165,800.00	16,296.85	149,503.15	10

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Expenditure Account	Description	Prior Yr Expd	Budgeted	YTD Expended	Unexpended	% Expd
001-572-30-4915	PROGRAMS, ACTIVITIES & LEAGUES	89,783.22	104,400.00	7,408.76	96,991.24	7
001-572-30-4920	SUMMER RECREATION PROGRAM	13,595.23	48,000.00	0.00	48,000.00	0
001-572-30-4960	BOOT ALLOWANCE	928.71	1,580.00	281.93	1,298.07	18
001-572-30-5100	OFFICE SUPPLIES	3,185.48	4,500.00	62.17	4,437.83	1
001-572-30-5200	OPERATING SUPPLIES	77,301.88	81,500.00	2,277.19	79,222.81	3
001-572-30-5250	FUEL EXPENSE	22,070.55	25,000.00	0.00	25,000.00	0
001-572-30-5280	LANDSCAPING	27,066.27	15,000.00	1,827.75	13,172.25	12
001-572-30-5400	SUBSCRIPTIONS/DUES	426.58	3,210.00	157.20	3,052.80	5
001-572-30-5500	TRAINING	5,990.37	7,200.00	0.00	7,200.00	0
001-572-60-6200	CAP. IMPROVEMENT-BUILDINGS	38,696.00	14,500.00	0.00	14,500.00	0
001-572-60-6300	CAPITAL IMPROVEMENT-OTHER	0.00	13,000.00	8,608.50	4,391.50	66
001-572-60-6351	MLK PARK PROJECT	94,686.97	0.00	0.00	0.00	0
001-572-60-6400	CAP. IMPROVEMENT-MACHINERY	153,369.91	107,750.00	43,348.00	64,402.00	40
	572 PARKS & RECREATION:	**1,819,062.09**	**2,465,950.00**	**262,287.20**	**2,203,662.80**	**11**
001-575-00-0000	COMMUNITY CENTER:	0.00	0.00	0.00	0.00	0
001-575-10-1200	SALARIES	47,353.44	140,290.00	11,457.69	128,832.31	8
001-575-10-1300	OVERTIME	0.00	0.00	33.75	33.75 -	0
001-575-10-2100	FICA EXPENSE	3,622.65	10,740.00	879.11	9,860.89	8
001-575-10-2200	RETIREMENT	5,868.02	19,040.00	1,521.72	17,518.28	8
001-575-10-2300	LIFE & HEALTH INSURANCE	4.75	200.00	0.00	200.00	0
001-575-30-3100	PROFESSIONAL SERVICES	499.85	3,000.00	0.00	3,000.00	0
001-575-30-3400	OTHER CONTRACTUAL SERVICES	3,995.00	8,440.00	2,437.57	6,002.43	29
001-575-30-3450	CLOTHING AND UNIFORMS	0.00	1,200.00	0.00	1,200.00	0
001-575-30-4100	TELEPHONE EXPENSE	2,979.72	6,680.00	0.00	6,680.00	0
001-575-30-4200	POSTAGE/TRANSPORTATION FEES	133.68	250.00	0.00	250.00	0
001-575-30-4300	UTILITIES EXPENSE	52,039.39	40,000.00	2,327.46	37,672.54	6
001-575-30-4400	RENTAL & LEASING	981.12	1,600.00	136.35	1,463.65	9

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YEAR TO DATE REVENUE-EXPENDITURE REPORT
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Expenditure Account	*Description*	*Prior Yr Expd*	*Budgeted*	*YTD Expended*	*Unexpended*	*% Expd*
001-575-30-4600	REPAIR & MAINTENANCE	2,826.34	30,000.00	10,912.47	19,087.53	36
001-575-30-5100	OFFICE SUPPLIES	897.95	1,000.00	0.00	1,000.00	0
001-575-30-5200	OPERATING SUPPLIES	3,715.25	10,000.00	34.95	9,965.05	0
001-575-30-5400	SUBSCRIPTIONS/DUES	75.00	0.00	0.00	0.00	0
001-575-60-6200	CAP. IMPROVEMENT-BUILDINGS	0.00	250,000.00	0.00	250,000.00	0
	575 COMMUNITY CENTER:	**124,992.16**	**522,440.00**	**29,741.07**	**492,698.93**	**6**
001-580-90-9901	CONTINGENCY RESERVE-GEN FUND	0.00	6,061,795.00	0.00	6,061,795.00	0
001-581-00-1040	TRANSFER TO EXPANDED CRA	197,729.00	215,690.00	0.00	215,690.00	0
001-581-90-3010	TRANSFER TO CAPITAL PROJECT FUND	10,100,000.00	15,700,000.00	0.00	15,700,000.00	0
	581 Total	**10,297,729.00**	**15,915,690.00**	**0.00**	**15,915,690.00**	**0**
	GENERAL FUND Expenditure Totals	**26,145,633.42**	**46,784,130.00**	**2,433,182.66**	**44,350,947.34**	**5**

001 GENERAL FUND	**Prior**	**Current**	**YTD**
Revenues:	**28,926,568.08**	**1,693,054.36**	**3,088,262.08**
Expenditures:	**26,145,633.42**	**631,395.87**	**2,433,182.66**
Net Income:	**2,780,934.66**	**1,061,658.49**	**655,079.42**

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YEAR TO DATE REVENUE-EXPENDITURE REPORT
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Revenue Account	Description	Prior Yr Rev	Anticipated	YTD Rev	Excess/Deficit	% Real
101-361-1350	INTEREST EARNED	371.16	200.00	49.45	150.55 -	25
101-364-1000	CEMETERY LOT SALES	1,400.00	0.00	0.00	0.00	0
101-366-1350	CONTRIBUTIONS/DUES	560.00	2,000.00	0.00	2,000.00 -	0
101-366-1360	GRAVE OPENING PERMITS	900.00	600.00	0.00	600.00 -	0
101-369-0000	OTHER MISCELLANEOUS REVENUE	0.00	100.00	0.00	100.00 -	0
101-389-5000	NON-OPER/ CEMETERY RESERVES FORWAR	0.00	62,970.00	0.00	62,970.00 -	0
	CEMETERY FUND Revenue Totals	**3,231.16**	**65,870.00**	**49.45**	**65,820.55 -**	**0**

Expenditure Account	Description	Prior Yr Expd	Budgeted	YTD Expended	Unexpended	% Expd
101-569-00-0000	GREENWOOD CEMETERY:	0.00	0.00	0.00	0.00	0
101-569-30-3100	PROFESSIONAL SERVICES	0.00	200.00	0.00	200.00	0
101-569-30-4600	REPAIR & MAINTENANCE	0.00	500.00	0.00	500.00	0
101-569-30-4900	MISC. EXPENSE & OTHER CURRENT	0.00	200.00	0.00	200.00	0
101-569-30-5200	OPERATING SUPPLIES	0.00	100.00	0.00	100.00	0
	569 GREENWOOD CEMETERY:	**0.00**	**1,000.00**	**0.00**	**1,000.00**	**0**
101-580-90-9999	CONTINGENCY	0.00	64,870.00	0.00	64,870.00	0
	CEMETERY FUND Expenditure Totals	**0.00**	**65,870.00**	**0.00**	**65,870.00**	**0**

101 CEMETERY FUND	Prior	Current	YTD
Revenues:	**3,231.16**	**27.17**	**49.45**
Expenditures:	**0.00**	**0.00**	**0.00**
Net Income:	**3,231.16**	**27.17**	**49.45**

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Revenue Account	Description	Prior Yr Rev	Anticipated	YTD Rev	Excess/Deficit	% Real
104-361-0000	INTEREST	11,802.03	0.00	2,827.20	2,827.20	0
104-369-9000	TAX INCREMENT FINANCING - SUM CTY	367,422.00	368,670.00	0.00	368,670.00 -	0
104-382-0010	TRANSFER FROM GENERAL	197,729.00	215,690.00	0.00	215,690.00 -	0
104-389-5006	CASH FORWARD - CRA DISTRICT	0.00	1,396,500.00	0.00	1,396,500.00 -	0
	COMMUNITY REDEVELOPMENT Revenue Tot	**576,953.03**	**1,980,860.00**	**2,827.20**	**1,978,032.80 -**	**0**

Expenditure Account	Description	Prior Yr Expd	Budgeted	YTD Expended	Unexpended	% Expd
104-550-00-0000	COMM REDEVELOPMENT DEPT.:	0.00	0.00	0.00	0.00	0
104-550-10-1200	SALARIES	37,966.71	68,420.00	5,855.79	62,564.21	9
104-550-10-1500	SICK LEAVE	760.25	0.00	0.00	0.00	0
104-550-10-1600	VACATION PAY	3,405.20	0.00	75.79	75.79 -	0
104-550-10-1800	HOLIDAY PAY	1,499.38	0.00	0.00	0.00	0
104-550-10-2100	FICA EXPENSE	3,337.84	5,240.00	453.78	4,786.22	9
104-550-10-2200	RETIREMENT	14,128.34	23,620.00	2,047.58	21,572.42	9
104-550-10-2300	LIFE & HEALTH INSURANCE	3,524.88	3,600.00	472.12	3,127.88	13
104-550-30-3100	PROFESSIONAL SERVICES	0.00	40,000.00	0.00	40,000.00	0
104-550-30-4000	TRAVEL & PER DIEM	0.00	750.00	0.00	750.00	0
104-550-30-5400	SUBSCRIPTIONS/DUES	200.00	200.00	0.00	200.00	0
104-550-30-5500	TRAINING	0.00	1,500.00	0.00	1,500.00	0
104-550-60-6330	FACADE IMPROVEMENT GRANT	0.00	80,000.00	3,891.36	76,108.64	5
104-550-70-7303	DEMOLITIONS	0.00	25,000.00	0.00	25,000.00	0
104-550-70-7307	MISC. OTHER PROJECTS	47,246.00	0.00	0.00	0.00	0
104-550-70-7308	DOWNTOWN PARKING IMPROVEMENTS	0.00	240,000.00	0.00	240,000.00	0
	550 COMM REDEVELOPMENT DEPT.:	**112,068.60**	**488,330.00**	**12,796.42**	**475,533.58**	**3**
104-580-90-9904	CONTINGENCY - CRA DISTRICT	0.00	1,492,530.00	0.00	1,492,530.00	0
	COMMUNITY REDEVELOPMENT Expenditure	**112,068.60**	**1,980,860.00**	**12,796.42**	**1,968,063.58**	**1**

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104 COMMUNITY REDEVELOPMENT	Prior	Current	YTD
Revenues:	576,953.03	1,441.34	2,827.20
Expenditures:	112,068.60	6,924.67	12,796.42
Net Income:	464,884.43	5,483.33 -	9,969.22 -

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Revenue Account	*Description*	*Prior Yr Rev*	*Anticipated*	*YTD Rev*	*Excess/Deficit*	*% Real*
105-361-0000	INTEREST	91.20	100.00	13.58	86.42 -	14
105-369-0058	DONATIONS	30,862.00	15,000.00	4,965.00	10,035.00 -	33
105-389-5010	CASH FORWARD - BAKER HOUSE	0.00	18,000.00	0.00	18,000.00 -	0
	BAKER HOUSE Revenue Totals	**30,953.20**	**33,100.00**	**4,978.58**	**28,121.42 -**	**15**

Expenditure Account	*Description*	*Prior Yr Expd*	*Budgeted*	*YTD Expended*	*Unexpended*	*% Expd*
105-576-00-0000	BAKER HOUSE DEPARTMENT:	0.00	0.00	0.00	0.00	0
105-576-30-4620	BAKER HOUSE OPERATIONS	45,844.10	0.00	0.00	0.00	0
105-580-90-9910	CONTINGENCY - BAKER HOUSE	0.00	33,100.00	0.00	33,100.00	0
	BAKER HOUSE Expenditure Totals	**45,844.10**	**33,100.00**	**0.00**	**33,100.00**	**0**

105 BAKER HOUSE	**Prior**	**Current**	**YTD**
Revenues:	**30,953.20**	**1,040.02**	**4,978.58**
Expenditures:	**45,844.10**	**0.00**	**0.00**
Net Income:	**14,890.90 -**	**1,040.02**	**4,978.58**

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Revenue Account	*Description*	*Prior Yr Rev*	*Anticipated*	*YTD Rev*	*Excess/Deficit*	*% Real*
106-589-5010	CARRY FORWARD - HISTORICAL FUND	0.00	45.00	0.00	45.00 -	0
	WILDWOOD AREA HISTORICAL ASSOCIATIO	**0.00**	**45.00**	**0.00**	**45.00 -**	**0**

Expenditure Account	*Description*	*Prior Yr Expd*	*Budgeted*	*YTD Expended*	*Unexpended*	*% Expd*
106-577-00-0000	WILDWOOD AREA HISTORICAL ASSN	0.00	0.00	0.00	0.00	0
106-580-90-9911	CONTINGENCY - HISTORICAL ACCT	0.00	45.00	0.00	45.00	0
	WILDWOOD AREA HISTORICA Expenditure T	**0.00**	**45.00**	**0.00**	**45.00**	**0**

106 WILDWOOD AREA HISTORICAL ASSOCI	**Prior**	**Current**	**YTD**
Revenues:	**0.00**	**0.00**	**0.00**
Expenditures:	**0.00**	**0.00**	**0.00**
Net Income:	**0.00**	**0.00**	**0.00**

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Revenue Account	*Description*	*Prior Yr Rev*	*Anticipated*	*YTD Rev*	*Excess/Deficit*	*% Real*
107-341-3004	RECREATION IMPACT FEES	416,261.25	225,000.00	95,698.98	129,301.02 -	43
107-361-0000	INTEREST	6,203.97	1,000.00	1,500.54	500.54	150
107-389-5004	CASH FORWARD - P & R IMPACT FEE	0.00	736,160.00	0.00	736,160.00 -	0
	RECREATION IMPACT FEES Revenue Totals	**422,465.22**	**962,160.00**	**97,199.52**	**864,960.48 -**	**10**

Expenditure Account	*Description*	*Prior Yr Expd*	*Budgeted*	*YTD Expended*	*Unexpended*	*% Expd*
107-572-00-0000	RECREATION IMPACT FEES:	0.00	0.00	0.00	0.00	0
107-580-90-9903	CONTINGENCY - P&R IMPACT FEES	0.00	962,160.00	0.00	962,160.00	0
	RECREATION IMPACT FEES Expenditure Tota	**0.00**	**962,160.00**	**0.00**	**962,160.00**	**0**

107 RECREATION IMPACT FEES	**Prior**	**Current**	**YTD**
Revenues:	**422,465.22**	**790.52**	**97,199.52**
Expenditures:	**0.00**	**0.00**	**0.00**
Net Income:	**422,465.22**	**790.52**	**97,199.52**

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Revenue Account	*Description*	*Prior Yr Rev*	*Anticipated*	*YTD Rev*	*Excess/Deficit*	*% Real*
108-341-3001	LAW ENFORCEMENT IMPACT FEES	737,825.68	1,100,000.00	105,783.49	994,216.51 -	10
108-361-0000	INTEREST	199.89	100.00	0.00	100.00 -	0
108-389-5002	CASH FORWARD - POLICE IMPACT FEE	0.00	1,320,330.00	0.00	1,320,330.00 -	0
	LAW ENFORCEMENT IMPACT FEES Revenue	**738,025.57**	**2,420,430.00**	**105,783.49**	**2,314,646.51 -**	**4**

Expenditure Account	*Description*	*Prior Yr Expd*	*Budgeted*	*YTD Expended*	*Unexpended*	*% Expd*
108-521-00-0000	LAW ENFORCEMENT IMPACT FEES:	0.00	0.00	0.00	0.00	0
108-521-30-4900	MISC. EXPENSE & OTHER CURRENT	399.26	0.00	0.00	0.00	0
108-521-60-6200	CAP.IMPROVEMENT-BUILDINGS	0.00	400,000.00	0.00	400,000.00	0
108-521-60-6400	CAP. IMPROVEMENT- MACHINERY & EQUIPM	138,184.26	124,000.00	1,655.77	122,344.23	1
108-521-70-9105	TRANSFER TO GENERAL FUND - LOAN PAYM	412,800.00	412,800.00	0.00	412,800.00	0
	521 LAW ENFORCEMENT IMPACT FEES:	**551,383.52**	**936,800.00**	**1,655.77**	**935,144.23**	**0**
108-580-90-9902	CONTINGENCY -LAW ENFORCEMENT IMPAC	0.00	1,483,630.00	0.00	1,483,630.00	0
	LAW ENFORCEMENT IMPACT Expenditure To	**551,383.52**	**2,420,430.00**	**1,655.77**	**2,418,774.23**	**0**

108 LAW ENFORCEMENT IMPACT FEES	**Prior**	**Current**	**YTD**
Revenues:	**738,025.57**	**7,310.46**	**105,783.49**
Expenditures:	**551,383.52**	**243.44**	**1,655.77**
Net Income:	**186,642.05**	**7,067.02**	**104,127.72**

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Revenue Account	Description	Prior Yr Rev	Anticipated	YTD Rev	Excess/Deficit	% Real
301-334-9000	STATE GRANT REVENUE	0.00	900,000.00	0.00	900,000.00 -	0
301-361-0000	INTEREST	129,463.97	10,000.00	32,892.63	22,892.63	329
301-382-0010	TRANSFER FROM GENERAL FUND	10,100,000.00	15,700,000.00	0.00	15,700,000.00 -	0
301-389-5000	NON-OPERATIONAL CASH FORWARD-CAP.IM	0.00	13,481,125.00	0.00	13,481,125.00 -	0
	CAPITAL IMPROVEMENT FUND Revenue Tota	**10,229,463.97**	**30,091,125.00**	**32,892.63**	**30,058,232.37 -**	**0**

Expenditure Account	Description	Prior Yr Expd	Budgeted	YTD Expended	Unexpended	% Expd
301-500-00-0000	CAPITAL IMPROVEMENT FUND	0.00	0.00	0.00	0.00	0
301-513-60-6201	CITY HALL HVAC PROJECT	55,153.13	0.00	0.00	0.00	0
301-516-60-6301	DOWNTOWN MASTER PLAN PROJECTS	52,325.56	0.00	0.00	0.00	0
301-516-60-6304	TRAILWINDS FOUNTAIN	24,811.56	0.00	0.00	0.00	0
	516 Total	**77,137.12**	**0.00**	**0.00**	**0.00**	**0**
301-521-60-6301	POLICE DEPARTMENT HQ MONUMENT SIGN	12,425.00	0.00	0.00	0.00	0
301-541-60-6101	DRAINAGE PROJECT LAND ACQUISITION	39,900.00	0.00	0.00	0.00	0
301-541-60-6202	MUNICIPAL SERVICES COMPLEX PROJECT	629,906.29	0.00	0.00	0.00	0
301-541-60-6203	PW POLE BARN	118,900.00	0.00	0.00	0.00	0
301-541-60-6204	PW BUILDING HVAC UPGRADES	6,250.00	80,000.00	0.00	80,000.00	0
301-541-60-6205	MSC HVAC UPGRADES	39,064.60	0.00	0.00	0.00	0
301-541-60-6301	PLEASANTDALE REHAB	1,017,397.19	0.00	0.00	0.00	0
301-541-60-6302	BARWICK REHAB	98,622.60	1,680,000.00	0.00	1,680,000.00	0
301-541-60-6303	OAK GROVE VILLAGE DRAINAGE IMPROVEM	121,808.28	900,000.00	0.00	900,000.00	0
301-541-60-6305	PAVEMENT PRESERVATION PLAN	743,276.36	0.00	0.00	0.00	0
301-541-60-6306	CLAY DRAIN ROAD DESIGN	139,242.00	250,000.00	0.00	250,000.00	0
301-541-60-6307	JACKSON ST IMPROVEMENTS	0.00	2,000,000.00	0.00	2,000,000.00	0
301-541-60-6308	HUEY ST IMPROVEMENTS	44,900.00	1,500,000.00	167,133.48	1,332,866.52	11
301-541-60-6309	ST CLAIR STREET IMPROVEMENTS	0.00	250,000.00	0.00	250,000.00	0
301-541-60-6310	DOWNTOWN PARKING GARAGE	276,489.50	7,600,000.00	0.00	7,600,000.00	0

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Expenditure Account	*Description*	*Prior Yr Expd*	*Budgeted*	*YTD Expended*	*Unexpended*	*% Expd*
301-541-60-6311	MSC ENTRANCE GATE	0.00	25,000.00	12,436.00	12,564.00	50
301-541-60-6312	BROKEN OAK DRIVE	0.00	400,000.00	0.00	400,000.00	0
301-541-60-6313	CSX ROAD REHAB	0.00	50,000.00	0.00	50,000.00	0
301-541-60-6314	WATERSHED MASTER PLAN	0.00	620,000.00	0.00	620,000.00	0
	541 Total	**3,275,756.82**	**15,355,000.00**	**179,569.48**	**15,175,430.52**	**1**
301-572-60-6201	MLK PARK CONCESSION STAND/RESTROOM	247,643.71	0.00	3,910.27	3,910.27 -	0
301-572-60-6202	BAKER HOUSE RESTROOMS	42,082.63	0.00	0.00	0.00	0
301-572-60-6205	RECREATION CENTER AT MLK PARK	746,936.68	650,000.00	0.00	650,000.00	0
301-572-60-6207	OUTREACH CENTER RE-ROOF	15,590.00	0.00	0.00	0.00	0
301-572-60-6302	MILLENNIUM PARK IMPROVEMENTS	400,761.17	7,500,000.00	9,534.00	7,490,466.00	0
301-572-60-6303	MLK PARK BASKETBALL COURT REHAB	87,010.00	0.00	0.00	0.00	0
301-572-60-6304	LAKE DEATON PIER IMPROVEMENTS	4,828.08	315,000.00	0.00	315,000.00	0
301-572-60-6305	CITY HALL COURTYARD REHAB	48,019.69	0.00	0.00	0.00	0
301-572-60-6306	OXFORD PARK IMPROVEMENTS	0.00	150,000.00	0.00	150,000.00	0
301-572-60-6307	DOG PARK IMPROVEMENTS	0.00	60,000.00	0.00	60,000.00	0
	572 Total	**1,592,871.96**	**8,675,000.00**	**13,444.27**	**8,661,555.73**	**0**
301-575-60-6201	COMMUNITY CENTER HVAC UPGRADES	37,930.00	400,000.00	0.00	400,000.00	0
301-580-90-9901	CONTINGENCY-CAP.IMPROVEMENT FUND	0.00	5,661,125.00	0.00	5,661,125.00	0
	CAPITAL IMPROVEMENT FUN Expenditure To	**5,051,274.03**	**30,091,125.00**	**193,013.75**	**29,898,111.25**	**1**

301 CAPITAL IMPROVEMENT FUND	**Prior**	**Current**	**YTD**
Revenues:	**10,229,463.97**	**16,327.93**	**32,892.63**
Expenditures:	**5,051,274.03**	**184,163.48**	**193,013.75**
Net Income:	**5,178,189.94**	**167,835.55 -**	**160,121.12 -**

Revenue Account	Description	Prior Yr Rev	Anticipated	YTD Rev	Excess/Deficit	% Real
401-343-3100	WATER SALES-OPERATING INCOME	3,528,643.58	4,016,300.00	321,055.82	3,695,244.18 -	8
401-343-3500	WATER- METER INSTALLATIONS	346,338.87	263,000.00	37,960.44	225,039.56 -	14
401-343-3510	WATER- OTHER (ON/OFF FEES)	40,145.00	30,000.00	4,185.00	25,815.00 -	14
401-343-3520	WATER INCOME-OTHER	21,611.81	10,000.00	1,624.08	8,375.92 -	16
401-343-3521	RETURN CHECK BILLINGS	25,482.58 -	0.00	0.00	0.00	0
401-343-3550	WATER UTILITY TAX	0.00	0.00	0.00	0.00	0
401-343-5100	SEWER OPERATING INCOME-BILLINGS	5,215,069.11	7,100,600.00	463,889.30	6,636,710.70 -	7
401-343-5510	SEWER OTHER MISC	0.00	12,000.00	0.00	12,000.00 -	0
401-343-5511	LAND LEASE-TURTLE MOUNT(TOWER)	17,118.00	15,000.00	2,645.00	12,355.00 -	18
401-343-5520	TSS/COD WASTEWATER FEES	937,238.46	800,000.00	82,672.10	717,327.90 -	10
401-343-6100	REUSE WATER OPERATIONS	108,311.95	118,450.00	30,075.63	88,374.37 -	25
401-361-0000	INTEREST EARNINGS	104,713.63	50,000.00	18,085.95	31,914.05 -	36
401-389-4000	STATE APPROPRIATIONS	100,000.00	0.00	0.00	0.00	0
401-389-5000	Non-Operational-Cash Forward- W/S	0.00	7,600,000.00	0.00	7,600,000.00 -	0
	UTILITY FUND Revenue Totals	**10,393,707.83**	**20,015,350.00**	**962,193.32**	**19,053,156.68 -**	**4**

Expenditure Account	Description	Prior Yr Expd	Budgeted	YTD Expended	Unexpended	% Expd
401-530-00-0000	PHYSICAL ENVIRONMENT/ADMIN:	0.00	0.00	0.00	0.00	0
401-530-10-1200	SALARIES	143,148.58	191,040.00	19,255.59	171,784.41	10
401-530-10-1300	OVERTIME	0.00	1,000.00	0.00	1,000.00	0
401-530-10-1500	SICK LEAVE	6,945.89	0.00	411.54	411.54 -	0
401-530-10-1600	VACATION PAY	8,073.35	0.00	1,079.66	1,079.66 -	0
401-530-10-1800	HOLIDAY PAY	6,078.27	0.00	0.00	0.00	0
401-530-10-2100	FICA EXPENSE	12,544.89	14,700.00	1,585.18	13,114.82	11
401-530-10-2200	RETIREMENT	20,380.55	25,880.00	2,815.34	23,064.66	11
401-530-10-2210	BENEFIT ADMIN FEES	129.00	0.00	4.50	4.50 -	0
401-530-10-2300	LIFE & HEALTH INSURANCE	34,072.48	37,440.00	5,655.52	31,784.48	15
401-530-10-2500	UNEMPLOYMENT COMPENSATION	0.00	1,500.00	0.00	1,500.00	0

Expenditure Account	Description	Prior Yr Expd	Budgeted	YTD Expended	Unexpended	% Expd
401-530-10-2600	WORKERS COMPENSATION INSURANCE	1,090.70	1,000.00	578.00	422.00	58
401-530-30-3100	PROFESSIONAL SERVICES	2,750.00	3,000.00	0.00	3,000.00	0
401-530-30-3200	ACCOUNTING & AUDITING FEES	19,250.00	24,000.00	0.00	24,000.00	0
401-530-30-3400	OTHER CONTRACTUAL SERVICES	28,943.41	34,950.00	2,436.56	32,513.44	7
401-530-30-4000	TRAVEL & PER DIEM	0.00	500.00	0.00	500.00	0
401-530-30-4100	TELEPHONE EXPENSE	4,701.84	5,000.00	33.35	4,966.65	1
401-530-30-4110	IT LICENSING / EQUIPMENT	27,388.89	37,730.00	8,132.48	29,597.52	22
401-530-30-4200	POSTAGE/TRANSPORTATION FEES	25,964.26	32,800.00	0.00	32,800.00	0
401-530-30-4300	UTILITIES EXPENSE	17,422.24	20,000.00	1,566.85	18,433.15	8
401-530-30-4400	RENTAL & LEASING	2,949.61	3,650.00	363.38	3,286.62	10
401-530-30-4500	GENERAL INSURANCE	186,069.91	400,000.00	314,541.00	85,459.00	79
401-530-30-4600	REPAIR & MAINTENANCE	10,473.19	23,700.00	5,245.10	18,454.90	22
401-530-30-4900	MISC. EXPENSE & OTHER CURRENT	16,260.79	14,500.00	0.00	14,500.00	0
401-530-30-5100	OFFICE SUPPLIES	970.43	1,000.00	102.24	897.76	10
401-530-30-5200	OPERATING SUPPLIES	4,579.90	5,500.00	452.11	5,047.89	8
401-530-30-5400	SUBSCRIPTIONS/DUES	37.50	500.00	0.00	500.00	0
401-530-30-5500	TRAINING	702.00	1,000.00	0.00	1,000.00	0
	530 PHYSICAL ENVIRONMENT/ADMIN:	**580,927.68**	**880,390.00**	**364,258.40**	**516,131.60**	**41**
401-533-00-0000	WATER DEPARTMENT:	0.00	0.00	0.00	0.00	0
401-533-10-1200	SALARIES	626,096.71	967,250.00	80,366.62	886,883.38	8
401-533-10-1250	ON CALL	7,950.00	7,800.00	1,300.00	6,500.00	17
401-533-10-1300	OVERTIME	11,878.23	15,000.00	2,544.26	12,455.74	17
401-533-10-1500	SICK LEAVE	23,141.58	0.00	2,526.53	2,526.53 -	0
401-533-10-1600	VACATION PAY	39,942.19	0.00	3,677.13	3,677.13 -	0
401-533-10-1800	HOLIDAY PAY	24,209.16	0.00	0.00	0.00	0
401-533-10-1820	HOLIDAY PREMIUM	2,583.89	5,000.00	0.00	5,000.00	0
401-533-10-2100	FICA EXPENSE	56,616.71	76,130.00	6,916.75	69,213.25	9

Expenditure Account	Description	Prior Yr Expd	Budgeted	YTD Expended	Unexpended	% Expd
401-533-10-2200	RETIREMENT	91,822.41	135,030.00	12,269.20	122,760.80	9
401-533-10-2210	BENEFIT ADMIN FEES	85.50	0.00	13.50	13.50 -	0
401-533-10-2300	LIFE & HEALTH INSURANCE	114,180.59	168,480.00	17,300.44	151,179.56	10
401-533-10-2500	UNEMPLOYMENT COMPENSATION	0.00	2,500.00	0.00	2,500.00	0
401-533-10-2600	WORKERS COMPENSATION INSURANCE	16,360.37	16,000.00	9,247.86	6,752.14	58
401-533-30-3100	PROFESSIONAL SERVICES	64,275.98	60,000.00	525.00	59,475.00	1
401-533-30-3400	OTHER CONTRACTUAL SERVICES	64,280.07	349,000.00	883.03	348,116.97	0
401-533-30-3450	CLOTHING AND UNIFORMS	5,724.11	9,000.00	886.81	8,113.19	10
401-533-30-4000	TRAVEL & PER DIEM	7,055.09	8,000.00	285.00	7,715.00	4
401-533-30-4100	TELEPHONE EXPENSE	32,434.59	38,600.00	1,843.19	36,756.81	5
401-533-30-4110	IT LICENSING / EQUIPMENT	44,921.60	83,500.00	12,529.51	70,970.49	15
401-533-30-4200	POSTAGE/TRANSPORTATION FEES	1,221.31	3,500.00	0.00	3,500.00	0
401-533-30-4300	UTILITIES EXPENSE	202,062.93	185,000.00	15,121.60	169,878.40	8
401-533-30-4400	RENTAL & LEASING	14,413.20	9,000.00	387.86	8,612.14	4
401-533-30-4600	REPAIR & MAINTENANCE	83,836.43	130,000.00	8,997.11	121,002.89	7
401-533-30-4900	MISC. EXPENSE & OTHER CURRENT	0.00	5,000.00	0.00	5,000.00	0
401-533-30-4960	BOOT ALLOWANCE	1,062.16	3,000.00	315.80	2,684.20	11
401-533-30-5010	BAD DEBT EXPENSE	60.19	0.00	0.00	0.00	0
401-533-30-5100	OFFICE SUPPLIES	6,304.82	6,500.00	685.63	5,814.37	11
401-533-30-5200	OPERATING SUPPLIES	408,220.59	125,000.00	29,288.07	95,711.93	23
401-533-30-5220	WATER METERS	437,133.41	263,000.00	19,917.24	243,082.76	8
401-533-30-5250	FUEL EXPENSE	43,487.93	45,000.00	0.00	45,000.00	0
401-533-30-5260	CHEMICALS	285,007.78	250,000.00	46,348.00	203,652.00	19
401-533-30-5270	LABORATORY SAMPLES	38,371.00	45,000.00	6,175.00	38,825.00	14
401-533-30-5400	SUBSCRIPTIONS/DUES	6,399.80	9,000.00	650.00	8,350.00	7
401-533-30-5500	TRAINING	5,191.95	7,600.00	50.00	7,550.00	1
401-533-60-6200	CAP. IMPROVEMENT-BUILDINGS	25,334.00	0.00	0.00	0.00	0
401-533-60-6300	CAPITAL IMPROVEMENT-OTHER	50,046.35	87,750.00	0.00	87,750.00	0

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Expenditure Account	Description	Prior Yr Expd	Budgeted	YTD Expended	Unexpended	% Expd
401-533-60-6301	METER CHANGE OUT PROGRAM	81,600.00	137,500.00	0.00	137,500.00	0
401-533-60-6350	LOOP/UPGRADE WATER MAINS	55,255.00	550,000.00	0.00	550,000.00	0
401-533-60-6400	CAP. IMPROVEMENT-MACHINERY	7,125.00	253,000.00	42,879.00	210,121.00	17
401-533-60-6681	LEASE PURCHASE PRINCIPAL PMT	18,446.55	18,450.00	19,188.55	738.55 -	104
401-533-60-6691	LEASE PURCHASE INTEREST PMT	3,151.86	3,160.00	2,409.86	750.14	76
	533 WATER DEPARTMENT:	**3,007,291.04**	**4,077,750.00**	**345,528.55**	**3,732,221.45**	**8**
401-535-00-0000	WASTEWATER DEPARTMENT:	0.00	0.00	0.00	0.00	0
401-535-10-1200	SALARIES	777,951.20	1,454,140.00	117,834.95	1,336,305.05	8
401-535-10-1250	ON CALL	11,700.00	19,500.00	1,950.00	17,550.00	10
401-535-10-1300	OVERTIME	17,642.88	19,500.00	2,164.52	17,335.48	11
401-535-10-1500	SICK LEAVE	21,642.51	0.00	6,671.25	6,671.25 -	0
401-535-10-1600	VACATION PAY	50,846.50	0.00	10,718.95	10,718.95 -	0
401-535-10-1800	HOLIDAY PAY	26,619.62	0.00	0.00	0.00	0
401-535-10-1820	HOLIDAY PREMIUM	10,363.17	12,000.00	0.00	12,000.00	0
401-535-10-2100	FICA EXPENSE	70,460.73	115,150.00	10,647.97	104,502.03	9
401-535-10-2200	RETIREMENT	115,460.46	204,250.00	18,909.16	185,340.84	9
401-535-10-2210	BENEFIT ADMIN FEES	103.50	0.00	18.00	18.00 -	0
401-535-10-2300	LIFE & HEALTH INSURANCE	136,447.11	290,160.00	26,012.66	264,147.34	9
401-535-10-2500	UNEMPLOYMENT COMPENSATION	0.00	2,500.00	0.00	2,500.00	0
401-535-10-2600	WORKERS COMPENSATION INSURANCE	32,720.75	32,000.00	18,495.76	13,504.24	58
401-535-30-3100	PROFESSIONAL SERVICES	191,662.95	75,000.00	345.00	74,655.00	0
401-535-30-3400	OTHER CONTRACTUAL SERVICES	118,857.29	408,000.00	10,878.04	397,121.96	3
401-535-30-3450	CLOTHING AND UNIFORMS	5,939.26	10,000.00	1,082.73	8,917.27	11
401-535-30-4000	TRAVEL & PER DIEM	2,788.56	4,500.00	210.95	4,289.05	5
401-535-30-4100	TELEPHONE EXPENSE	19,656.30	20,000.00	861.55	19,138.45	4
401-535-30-4110	IT LICENSING / EQUIPMENT	39,099.86	87,170.00	11,007.61	76,162.39	13
401-535-30-4200	POSTAGE/TRANSPORTATION FEES	803.09	2,000.00	0.00	2,000.00	0

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Expenditure Account	Description	Prior Yr Expd	Budgeted	YTD Expended	Unexpended	% Expd
401-535-30-4300	UTILITIES EXPENSE	439,112.44	400,000.00	43,925.59	356,074.41	11
401-535-30-4400	RENTAL & LEASING	1,503.49	3,000.00	154.55	2,845.45	5
401-535-30-4600	REPAIR & MAINTENANCE	465,346.87	470,000.00	63,677.97	406,322.03	14
401-535-30-4900	MISC. EXPENSE & OTHER CURRENT	353.36	3,000.00	0.00	3,000.00	0
401-535-30-4940	LANDFILL DISPOSAL FEES	161,403.45	180,000.00	14,558.55	165,441.45	8
401-535-30-4960	BOOT ALLOWANCE	1,249.32	5,000.00	409.33	4,590.67	8
401-535-30-5100	OFFICE SUPPLIES	5,204.89	5,500.00	759.43	4,740.57	14
401-535-30-5200	OPERATING SUPPLIES	222,493.17	300,000.00	29,708.38	270,291.62	10
401-535-30-5250	FUEL EXPENSE	59,971.52	65,000.00	2,956.80	62,043.20	5
401-535-30-5260	CHEMICALS	200,187.21	200,000.00	27,099.29	172,900.71	14
401-535-30-5270	LABORATORY SAMPLES	43,141.00	65,000.00	12,582.00	52,418.00	19
401-535-30-5400	SUBSCRIPTIONS/DUES	1,171.85	4,000.00	250.00	3,750.00	6
401-535-30-5500	TRAINING	2,402.83	7,600.00	0.00	7,600.00	0
401-535-60-6200	CAP. IMPROVEMENT-BUILDINGS	21,562.00	0.00	0.00	0.00	0
401-535-60-6250	LIFT STATION UPGRADES	175,657.00	500,000.00	6,488.37	493,511.63	1
401-535-60-6300	CAPITAL IMPROVEMENT-OTHER	153,713.35	40,000.00	0.00	40,000.00	0
401-535-60-6310	MILLENNIUM PARK PROJECT	441,022.65	0.00	0.00	0.00	0
401-535-60-6330	CR 209 LS UPGRADES	0.00	725,000.00	0.00	725,000.00	0
401-535-60-6400	CAP. IMPROVEMENT-MACHINERY	493,129.94	753,800.00	48,861.89	704,938.11	6
401-535-60-6610	SEWER SYSTEM RENEWAL AND REPLACEME	227,922.50	550,000.00	26,750.00	523,250.00	5
401-535-60-6681	LEASE PURCHASE PRINCIPAL PMT	75,617.58	79,985.00	0.00	79,985.00	0
401-535-60-6691	LEASE PURCHASE INTEREST PMT	8,981.09	4,620.00	0.00	4,620.00	0
401-535-60-6770	SR 44 FM / CCC DECOMMISSIONING	26,498.75	1,300,000.00	94,630.31	1,205,369.69	7
401-535-70-7302	BUENA VISTA FORCEMAIN	300,270.00	0.00	0.00	0.00	0
401-535-70-7303	WILDWOOD ESTATES LS	338,301.37	0.00	19,031.43	19,031.43 -	0
401-535-70-7340	CR 501 FORCEMAIN REPLACEMENT	0.00	346,500.00	0.00	346,500.00	0
	535 WASTEWATER DEPARTMENT:	**5,516,983.37**	**8,763,875.00**	**629,652.99**	**8,134,222.01**	**7**

Expenditure Account	Description	Prior Yr Expd	Budgeted	YTD Expended	Unexpended	% Expd
401-580-90-0000	CONTINGENCY:	0.00	0.00	0.00	0.00	0
401-580-90-9912	CONTIN- WATER SEWER-REFUSE	0.00	4,290,695.00	0.00	4,290,695.00	0
401-582-00-0000	DEBT SERVICE:	0.00	0.00	0.00	0.00	0
401-582-70-7100	SUMTER SCHOOL BOARD LEASE PURCHASE	170,000.00	170,000.00	0.00	170,000.00	0
401-582-70-7103	DBT SRV.-SRF LOAN PRIN-2007	340,809.80	347,940.00	0.00	347,940.00	0
401-582-70-7105	DBT. SERV-PRIN-99 BOND REFIN	0.00	318,100.00	0.00	318,100.00	0
401-582-70-7106	DEBT SERV-2016 CONTINENTAL LOAN (BB&T	107,755.08	107,757.00	0.00	107,757.00	0
401-582-70-7203	INT EXP.-SRF LOAN-2 (1996)	0.00	1,000,000.00	0.00	1,000,000.00	0
401-582-70-7204	INT EXP.-SRF LOAN-3 (2007)	39,105.08	31,980.00	0.00	31,980.00	0
401-582-70-7206	DEBT SERV-INTERST-2016 CONTINENTAL (BE	26,859.96	26,863.00	0.00	26,863.00	0
	582 DEBT SERVICE:	**684,529.92**	**2,002,640.00**	**0.00**	**2,002,640.00**	**0**
	UTILITY FUND Expenditure Totals	**9,789,732.01**	**20,015,350.00**	**1,339,439.94**	**18,675,910.06**	**7**

401 UTILITY FUND	Prior	Current	YTD
Revenues:	10,393,707.83	397.79 -	962,193.32
Expenditures:	9,789,732.01	445,598.47	1,339,439.94
Net Income:	603,975.82	445,996.26 -	377,246.62 -

CITY OF WILDWOOD
YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING NOVEMBER 27 2023

Revenue Account	*Description*	*Prior Yr Rev*	*Anticipated*	*YTD Rev*	*Excess/Deficit*	*% Real*
402-361-0000	INTEREST	51,560.20	1,000.00	6,424.45	5,424.45	642
402-389-5000	CASH FORWARD	0.00	845,000.00	0.00	845,000.00 -	0
402-389-9001	LOAN PROCEEDS	0.00	120,000,000.00	0.00	120,000,000.00 -	0
402-389-9002	SRF LOAN PROCEEDS	0.00	12,000,000.00	0.00	12,000,000.00 -	0
	CAPITAL PROJECTS (LOAN/GRANT) Revenue	**51,560.20**	**132,846,000.00**	**6,424.45**	**132,839,575.55 -**	**0**

Expenditure Account	*Description*	*Prior Yr Expd*	*Budgeted*	*YTD Expended*	*Unexpended*	*% Expd*
402-536-70-7353	WWTP PROJECT	2,317,688.00	50,000,000.00	0.00	50,000,000.00	0
402-580-90-9913	CONTINGENCY - CONSTRUCTION FUND	0.00	82,846,000.00	0.00	82,846,000.00	0
	CAPITAL PROJECTS (LOAN/ Expenditure Tot	**2,317,688.00**	**132,846,000.00**	**0.00**	**132,846,000.00**	**0**

402 CAPITAL PROJECTS (LOAN/GRANT)	**Prior**	**Current**	**YTD**
Revenues:	**51,560.20**	**3,104.14**	**6,424.45**
Expenditures:	**2,317,688.00**	**0.00**	**0.00**
Net Income:	**2,266,127.80 -**	**3,104.14**	**6,424.45**

CITY OF WILDWOOD
YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING NOVEMBER 27 2023

Revenue Account	*Description*	*Prior Yr Rev*	*Anticipated*	*YTD Rev*	*Excess/Deficit*	*% Real*
403-361-0000	INTEREST EARNINGS	555.13	100.00	57.88	42.12 -	58
403-389-5000	NON-OPERATIONAL-CASH FORWARD	0.00	63,300.00	0.00	63,300.00 -	0
	INDUSTRIAL FUND Revenue Totals	**555.13**	**63,400.00**	**57.88**	**63,342.12 -**	**0**

Expenditure Account	*Description*	*Prior Yr Expd*	*Budgeted*	*YTD Expended*	*Unexpended*	*% Expd*
403-552-00-0000	INDUSTRIAL PARK:	0.00	0.00	0.00	0.00	0
403-552-30-3100	PROFESSIONAL SERVICES	0.00	1,000.00	0.00	1,000.00	0
403-580-90-9999	CONTINGENCY	0.00	52,400.00	0.00	52,400.00	0
403-581-00-0000	INDUSTRIAL PARK:	0.00	0.00	0.00	0.00	0
403-581-00-0100	TRANSFER TO GENERAL FUND	10,000.00	10,000.00	0.00	10,000.00	0
	INDUSTRIAL FUND Expenditure Totals	**10,000.00**	**63,400.00**	**0.00**	**63,400.00**	**0**

403 INDUSTRIAL FUND	**Prior**	**Current**	**YTD**
Revenues:	**555.13**	**28.72**	**57.88**
Expenditures:	**10,000.00**	**0.00**	**0.00**
Net Income:	**9,444.87 -**	**28.72**	**57.88**

CITY OF WILDWOOD
YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING NOVEMBER 27 2023

Revenue Account	*Description*	*Prior Yr Rev*	*Anticipated*	*YTD Rev*	*Excess/Deficit*	*% Real*
404-361-0000	INTEREST	43.51	0.00	0.00	0.00	0
404-389-5002	CASH FORWARD - WATER CONNECTIONS	0.00	175,000.00	0.00	175,000.00 -	0
	WATER CONNECTION FEES Revenue Totals	**43.51**	**175,000.00**	**0.00**	**175,000.00 -**	**0**

Expenditure Account	*Description*	*Prior Yr Expd*	*Budgeted*	*YTD Expended*	*Unexpended*	*% Expd*
404-533-30-4900	MISC. EXPENSE & OTHER CURRENT	361.33	0.00	0.00	0.00	0
404-533-70-7352	ASHLEY WTP PROJECT	175,798.05	0.00	0.00	0.00	0
	533 Total	**176,159.38**	**0.00**	**0.00**	**0.00**	**0**
404-580-90-9909	CONTINGENCY - WATER CONNECTION FEES	0.00	175,000.00	0.00	175,000.00	0
	WATER CONNECTION FEES Expenditure Tota	**176,159.38**	**175,000.00**	**0.00**	**175,000.00**	**0**

404 WATER CONNECTION FEES	**Prior**	**Current**	**YTD**
Revenues:	**43.51**	**0.00**	**0.00**
Expenditures:	**176,159.38**	**0.00**	**0.00**
Net Income:	**176,115.87 -**	**0.00**	**0.00**

CITY OF WILDWOOD
YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING NOVEMBER 27 2023

Revenue Account	*Description*	*Prior Yr Rev*	*Anticipated*	*YTD Rev*	*Excess/Deficit*	*% Real*
406-361-0000	INTEREST	26.27	0.00	0.00	0.00	0
406-389-5006	CASH FORWARD - WASTEWATER CONNECTI	0.00	183,800.00	0.00	183,800.00 -	0
	WASTEWATER CONNECTION FEES Revenue	**26.27**	**183,800.00**	**0.00**	**183,800.00 -**	**0**

Expenditure Account	*Description*	*Prior Yr Expd*	*Budgeted*	*YTD Expended*	*Unexpended*	*% Expd*
406-535-00-0000	SEWER TAP CONNECTION FEES:	0.00	0.00	0.00	0.00	0
406-535-30-4900	MISC. EXPENSE & OTHER CURRENT	360.38	0.00	0.00	0.00	0
406-535-60-6393	WILDWOOD ESTATES LS	228,589.90	0.00	0.00	0.00	0
	535 SEWER TAP CONNECTION FEES:	**228,950.28**	**0.00**	**0.00**	**0.00**	**0**
406-580-90-5006	CONTINGENCY - WASTEWATER CONNECTIOI	0.00	183,800.00	0.00	183,800.00	0
	WASTEWATER CONNECTION F Expenditure T	**228,950.28**	**183,800.00**	**0.00**	**183,800.00**	**0**

406 WASTEWATER CONNECTION FEES	**Prior**	**Current**	**YTD**
Revenues:	**26.27**	**0.00**	**0.00**
Expenditures:	**228,950.28**	**0.00**	**0.00**
Net Income:	**228,924.01 -**	**0.00**	**0.00**

Revenue Account	Description	Prior Yr Rev	Anticipated	YTD Rev	Excess/Deficit	% Real
408-343-3560	WATER SDC FEES	1,818,956.68	3,019,600.00	668,352.00	2,351,248.00 -	22
408-361-0000	INTEREST EARNED	415.69	100.00	0.00	100.00 -	0
408-389-5012	CASH FORWARD - WATER SDC	0.00	4,301,700.00	0.00	4,301,700.00 -	0
	WATER SDC FEES Revenue Totals	**1,819,372.37**	**7,321,400.00**	**668,352.00**	**6,653,048.00 -**	**9**

Expenditure Account	Description	Prior Yr Expd	Budgeted	YTD Expended	Unexpended	% Expd
408-533-30-3401	DEVELOPER REIMBURSEMENTS	0.00	500,000.00	0.00	500,000.00	0
408-533-30-4900	MISC. EXPENSE & OTHER CURRENT	383.92	0.00	0.00	0.00	0
408-533-60-6310	OXFORD WTP PHOSPHATE INJECTION	0.00	156,000.00	0.00	156,000.00	0
408-533-60-6320	WATER USE PERMIT MODIFICATION	0.00	75,000.00	0.00	75,000.00	0
408-533-70-7311	CR501 WATER TREATMENT PLANT PROJECT	0.00	1,075,000.00	0.00	1,075,000.00	0
408-533-70-7351	CR 501 IRON FILTRATION PLANT UPGRADES	0.00	2,000,000.00	0.00	2,000,000.00	0
408-533-70-7352	ASHLEY WTP UPGRADES	0.00	470,000.00	0.00	470,000.00	0
408-533-70-7354	CR 209 WATER MAIN EXT PHASE 1	693,229.13	0.00	0.00	0.00	0
	533 Total	**693,613.05**	**4,276,000.00**	**0.00**	**4,276,000.00**	**0**
408-580-90-9914	CONTINGENCY - WATER SDC FUND	0.00	2,789,370.00	0.00	2,789,370.00	0
408-582-70-7107	SRF PRINCIPAL - OXFORD WTP	221,012.40	222,960.00	0.00	222,960.00	0
408-582-70-7207	SRF INTEREST - OXFORD WTP	35,017.20	33,070.00	0.00	33,070.00	0
	582 Total	**256,029.60**	**256,030.00**	**0.00**	**256,030.00**	**0**
	WATER SDC FEES Expenditure Totals	**949,642.65**	**7,321,400.00**	**0.00**	**7,321,400.00**	**0**

408 WATER SDC FEES	Prior	Current	YTD
Revenues:	**1,819,372.37**	**33,984.00**	**668,352.00**
Expenditures:	**949,642.65**	**0.00**	**0.00**
Net Income:	**869,729.72**	**33,984.00**	**668,352.00**

CITY OF WILDWOOD
YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING NOVEMBER 27 2023

Revenue Account	Description	Prior Yr Rev	Anticipated	YTD Rev	Excess/Deficit	% Real
409-343-5560	WASTEWATER SDC FEES	3,981,755.98	5,979,400.00	1,151,002.00	4,828,398.00 -	19
409-361-0000	INTEREST EARNED	860.27	500.00	0.00	500.00 -	0
409-389-5013	CASH FORWARD	0.00	9,500,000.00	0.00	9,500,000.00 -	0
	WASTEWATER SDC FEES Revenue Totals	**3,982,616.25**	**15,479,900.00**	**1,151,002.00**	**14,328,898.00 -**	**7**

Expenditure Account	Description	Prior Yr Expd	Budgeted	YTD Expended	Unexpended	% Expd
409-535-30-4900	MISC. EXPENSE & OTHER CURRENT	388.69	0.00	0.00	0.00	0
409-535-60-6310	MILLENIUM PARK REUSE LINE	0.00	3,000,000.00	0.00	3,000,000.00	0
409-535-60-6315	HUEY STREET SANITARY SEWER REROUTE	0.00	480,500.00	0.00	480,500.00	0
409-535-70-7346	WWTP FACILITY PLAN	679,022.69	10,000,000.00	0.00	10,000,000.00	0
409-535-70-7355	BRIDGE CROSSING PROJECT	126,477.22	0.00	0.00	0.00	0
	535 Total	**805,888.60**	**13,480,500.00**	**0.00**	**13,480,500.00**	**0**
409-580-90-9915	CONTINGENCY - WASTEWATER SDC FUND	0.00	1,923,800.00	0.00	1,923,800.00	0
409-582-70-7101	DBT SERV-SRF CRC09 FORCEMAIN DESIGN F	4,390.99	4,480.00	0.00	4,480.00	0
409-582-70-7102	DBT SRV-SRF CR209 FM CONSTRUCTION PR	69,788.29	69,810.00	0.00	69,810.00	0
409-582-70-7200	INTEREST EXPENSE-CR209 FM SRF CONSTR	330.51	310.00	0.00	310.00	0
409-582-70-7202	INT EXP.-SRF DESIGN LOAN-CR209 FORCEM/	1,075.23	1,000.00	0.00	1,000.00	0
	582 Total	**75,585.02**	**75,600.00**	**0.00**	**75,600.00**	**0**
	WASTEWATER SDC FEES Expenditure Totals	**881,473.62**	**15,479,900.00**	**0.00**	**15,479,900.00**	**0**

409 WASTEWATER SDC FEES	Prior	Current	YTD
Revenues:	**3,982,616.25**	**42,874.00**	**1,151,002.00**
Expenditures:	**881,473.62**	**0.00**	**0.00**
Net Income:	**3,101,142.63**	**42,874.00**	**1,151,002.00**

CITY OF WILDWOOD
YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING NOVEMBER 27 2023

Revenue Account	*Description*	*Prior Yr Rev*	*Anticipated*	*YTD Rev*	*Excess/Deficit*	*% Real*
601-351-2000	CONFISCATED PROPERTY	0.00	1,500.00	0.00	1,500.00 -	0
601-361-0000	INTEREST	278.76	10.00	31.58	21.58	316
	LAW ENFORCEMENT FUND Revenue Totals	**278.76**	**1,510.00**	**31.58**	**1,478.42 -**	**2**

Expenditure Account	*Description*	*Prior Yr Expd*	*Budgeted*	*YTD Expended*	*Unexpended*	*% Expd*
601-521-00-0000	LAW ENFORCEMENT TRUST:	0.00	0.00	0.00	0.00	0
601-580-90-9999	CONTINGENCY	0.00	53,315.00	0.00	53,315.00	0
	LAW ENFORCEMENT FUND Expenditure Tota	**0.00**	**53,315.00**	**0.00**	**53,315.00**	**0**

601 LAW ENFORCEMENT FUND	**Prior**	**Current**	**YTD**
Revenues:	**278.76**	**15.24**	**31.58**
Expenditures:	**0.00**	**0.00**	**0.00**
Net Income:	**278.76**	**15.24**	**31.58**

CITY OF WILDWOOD
YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING NOVEMBER 27 2023

Grand Totals	Prior	Current	YTD
Revenues:	57,175,820.55	1,799,600.11	6,120,054.18
Expenditures:	46,259,849.61	1,268,325.93	3,980,088.54
Net Income:	10,915,970.94	531,274.18	2,139,965.64

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA
SPECIAL MEETING
August 23, 2023 9:00 AM
CITY HALL COMMISSION CHAMBER

(meeting taped)

1. **Call to Order**

Attendee Name	Title	Status
Ed Wolf	Mayor	Present
Pamala Harrison-Bivins	Mayor Pro-Tem/Commissioner	Present
Joe Elliott	Commissioner	Present
Marcos Flores	Commissioner	Present
Julian Green	Commissioner	Present
Jason McHugh	City Manager	Present
Josh Bills	City Attorney	Present
Cassandra Smith	Assistant City Manager/CFO	Present
Jessica Barnes	City Clerk	Present
Randall Parmer	Police Chief	Present
Lynzey McClellan	Assistant CFO	Present

Mayor Wolf called the meeting to order at 9 a.m., followed by the invocation and Pledge of Allegiance.

2. **Consent Agenda/Informational Items**
None.

3. **Presentations and/or Proclamations**

Mayor Wolf requested to switch the order of the presentations.

A. FY 24 Third Budget Presentation

Assistant CFO Lynzey McClellan presented a draft of the fiscal year 2023-2024 budget book based on the feedback given by the Commission thus far. McClellan navigated the budget book on the ClearGov website, explaining what each of the sections included. The Commission provided various comments and requests for clarification throughout the presentation.

B. Waste Management Contract Extension Presentation

The City currently has a contract with Waste Management to provide refuse services for properties within the city limits, with few exceptions. The contract is set to expire on September 30, 2024. Doug McCoy, Senior District Manager for Waste Management, presented a brief update on the pending contract renewal and associated rate adjustments. The Commission requested clarification on various items throughout the presentation. At the conclusion of the presentation, there were no further comments offered or received.

4. Public Hearings - Timed - Legislative

None.

5. Public Hearings - Timed - Quasi-Judicial

None.

6. Public Forum - 4 minute time limit

None.

7. Ordinances First Reading Only (No Vote)

None.

8. Resolutions for Approval

None.

9. Financial & Contracts & Agreements

A. Design-Build Contract with FINFROCK for Downtown Parking Garage

City Manager Jason McHugh presented the item. The design-build contract and corresponding exhibits were negotiated by the City Manager and reviewed by the City Attorney. The contract with FINFROCK met the intent and requirements of the Downtown Redevelopment Agreement with G3 Development. The total lump-sum contract price with FINFROCK was set at $6,631,382.10 and included a 5% contingency that may be utilized during the construction process. Construction was scheduled to begin on March 24, 2024, and anticipated to be finalized on October 24, 2024. The Commission discussed the contract and project with the City Manager. No other comments or questions were offered or received. Vote 5-0.

RESULT:	**Approved**
MOVER:	Commissioner Elliott
SECONDER:	Mayor Pro Tem/Commissioner Harrison-Bivins
AYES:	Mayor Wolf, Mayor Pro Tem/Commissioner Harrison-Bivins, Commissioner Elliott, Commissioner Flores, Commissioner Green

10. General Items for Consideration/Discussion and Other Business

None.

11. Appointments

None.

12. City Manager Reports

City Manager Jason McHugh advised the Commission that Community Engagement Specialist Linda Piotrowitz posted the schedule for the 'Chat with a Commissioner' lunches. He requested that if there were any scheduling conflicts, to let him know as soon as possible. He believes it will be a great tool for the Commission to interface with the public.

13. Other Department Reports

None.

14. Commission Members Reports

Commissioner Joe Elliott reported that he attended the Sumter County Board of County Commissioners meeting on August 22, 2023, and discussed his experience and the outcome of the meeting.

Mayor Ed Wolf reported that he attended a groundbreaking event for a new surgery center on CR 466.

15. City Attorney Reports

None.

16. Adjournment

The meeting was adjourned at 9:52 a.m.

RESULT:	**Adjourned**
MOVER:	Commissioner Flores
SECONDER:	Commissioner Green
AYES:	Mayor Wolf, Mayor Pro Tem/Commissioner Harrison-Bivins, Commissioner Elliott, Commissioner Flores, Commissioner Green

Upcoming Events

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

SEAL

ATTEST: _____ BY: _____
Jessica Barnes, City Clerk Ed Wolf, Mayor

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: **PLAT 2305-011 Wildwood Landing Phase 1 Improvement Plan Modification**

REQUESTED ACTION: The Special Magistrate recommends approval contingent on the resolution of the outstanding fire comment.

CONTRACT: Vendor/Entity:

Effective Date: Termination Date:

Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

Case Number	PLAT 2305-011 Wildwood Landing Phase 1 Improvement Plan Modification
Owner(s)	Wildwood Landing (FL) Owner IV, LLC
Applicant(s)	Langan Engineering & Environmental Services, Inc
Acreage	19.4 +/-
Property Location	The subject property is located east of E C462, and approximately 0.63 miles north of C 466A.
Parcel	D33-014

The applicant is seeking approval from the City Commission for a modification to an already approved improvement plan (PLAT 2205-003) with revisions to the pond 2 design, finished floor elevations for lots, potable water and sanitary sewer stub-out locations, location of the amenity, width of lots 47-68, and location of utility and drainage easements.

PLAT 2305-011 meets the criteria set forth in the Land Development Regulations and the Design District Standards.



DATED: 11/20/2023
Amanda Bondi
Planner II, Development Services



EST. 1877
WILDWOOD
FLORIDA

CITY OF WILDWOOD
100 North Main Street
Wildwood, FL 34785
Phone: (352) 330-1330
www.wildwood-fl.gov

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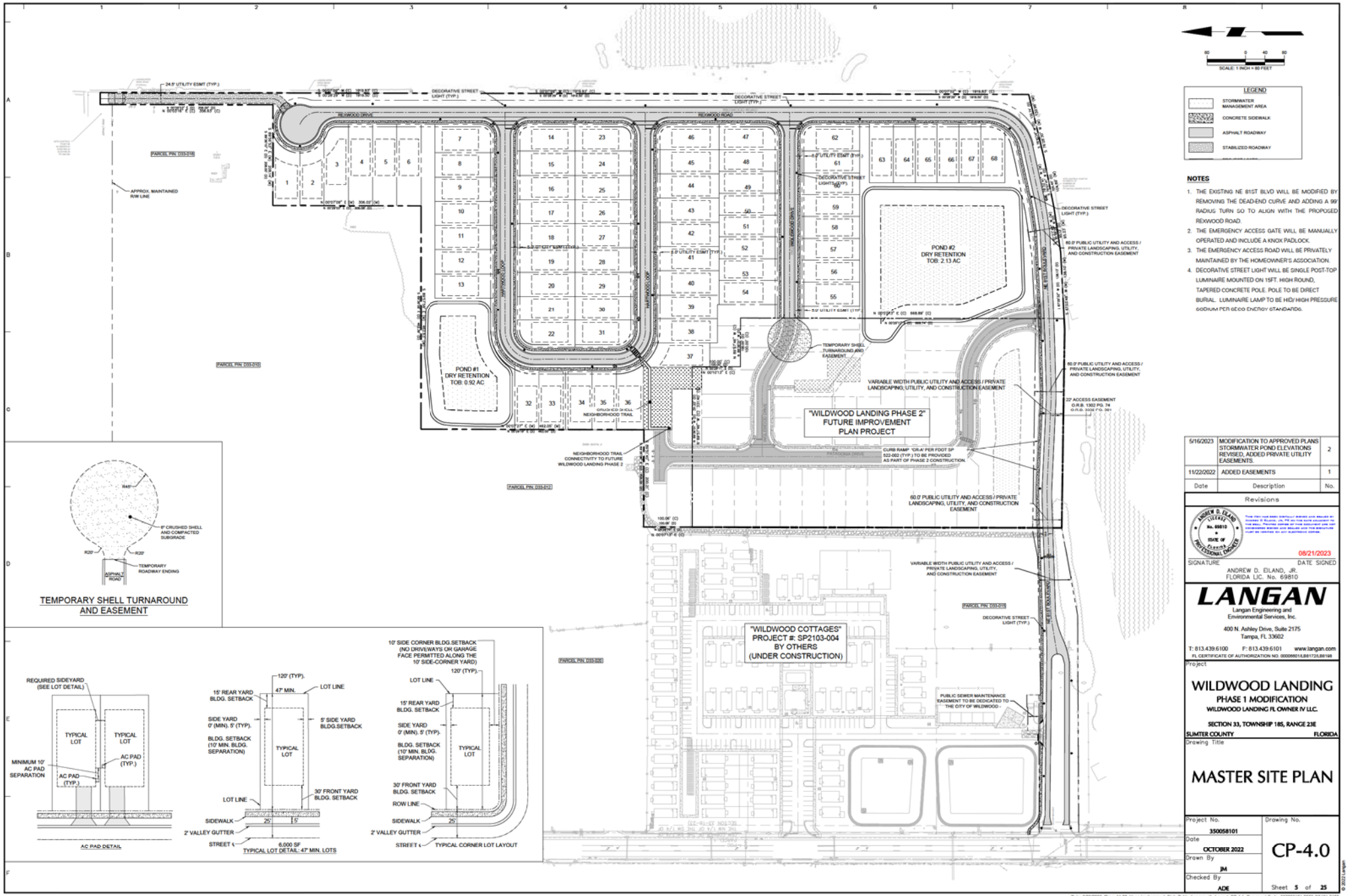
Feet
0 200 400

PLAT 2305-011

WILDWOOD LANDINGS IMP MODIFICATION

PARCEL D33-014

MAP 1B
LOCATION MAP
AUGUST 2023



NOTES

1. THE EXISTING NE 81ST BLVD WILL BE MODIFIED BY REMOVING THE DEAD-END CURVE AND ADDING A 99' RADIUS TURN SO TO ALIGN WITH THE PROPOSED REXWOOD ROAD.
2. THE EMERGENCY ACCESS GATE WILL BE MANUALLY OPERATED AND INCLUDE A KNOX PADLOCK.
3. THE EMERGENCY ACCESS ROAD WILL BE PRIVATELY MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
4. DECORATIVE STREET LIGHT WILL BE SINGLE POST-TOP LUMINAIRE MOUNTED ON 15FT. HIGH ROUND, TAPERED CONCRETE POLE. POLE TO BE DIRECT BURIAL. LUMINAIRE LAMP TO BE HID/ HIGH PRESSURE SODIUM PER GECO ENERGY STANDARDS.

Date	Description	No.
5/16/2023	MODIFICATION TO APPROVED PLANS STORMWATER POND ELEVATIONS REVISED, ADDED PRIVATE UTILITY EASEMENTS.	2
11/22/2022	ADDED EASEMENTS	1

Revisions

ANDREW D. ELAND LICENSED No. 69810 STATE OF FLORIDA PROFESSIONAL ENGINEER

08/21/2023

SIGNATURE DATE SIGNED

ANDREW D. ELAND, JR.
FLORIDA LIC. No. 69810

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FL CERTIFICATE OF AUTHORIZATION NO. 00000601/LB0172/LB6190

Project

WILDWOOD LANDING
PHASE 1 MODIFICATION
WILDWOOD LANDING FL OWNER IV LLC.

SECTION 33, TOWNSHIP 18S, RANGE 23E
SUMTER COUNTY FLORIDA

Drawing Title

MASTER SITE PLAN

Project No.	350058101
Date	OCTOBER 2022
Drawn By	JM
Checked By	ADE
Drawing No.	CP-4.0
Sheet	5 of 25

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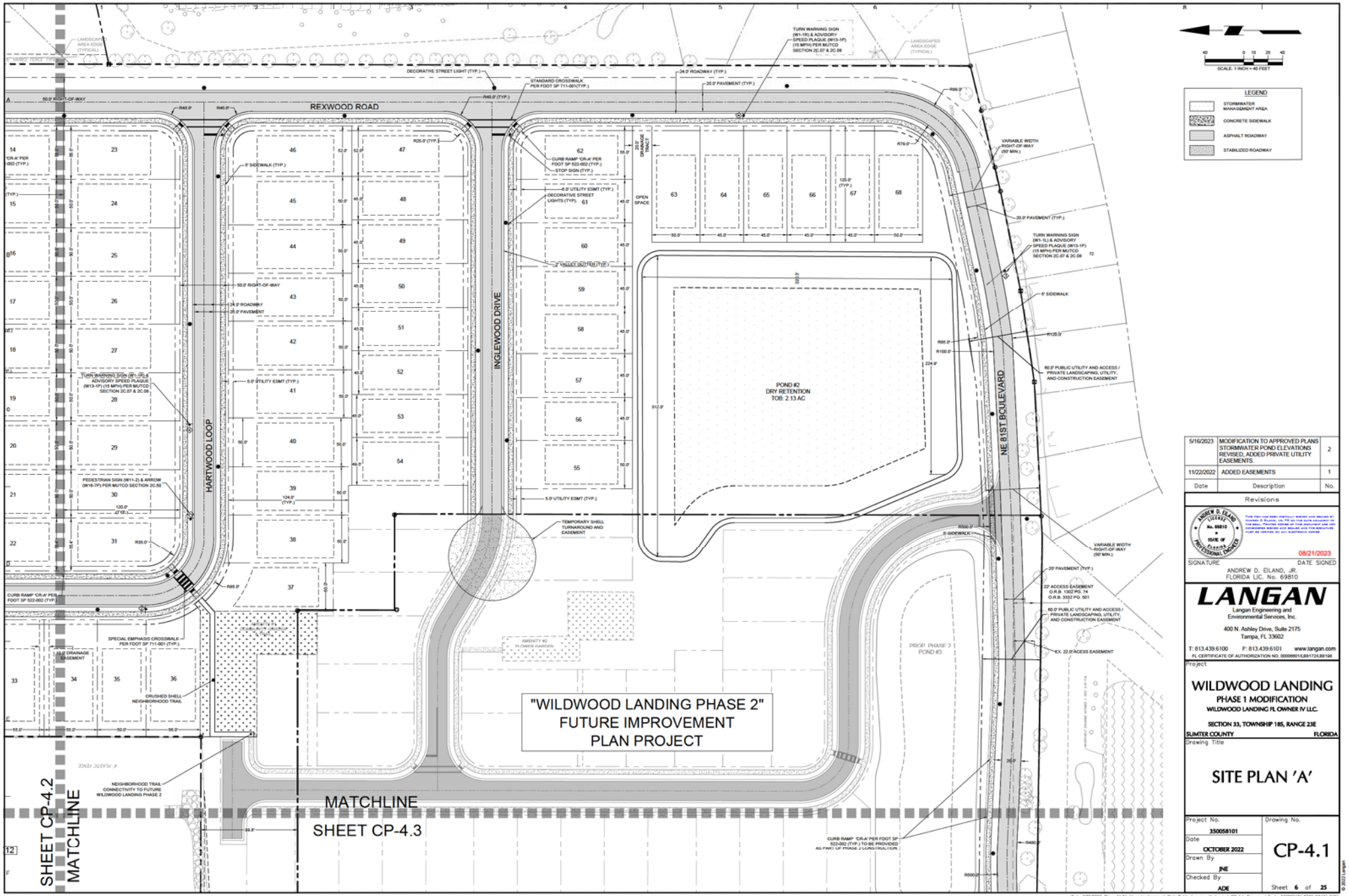
Date: 5/26/2023 Time: 11:30 User: jmohammed Style Table: Langan.stb Layout: CP-4.1 Document Code: 350058101-0502-CS101-0106



Date	Description	No.
5/16/2023	MODIFICATION TO APPROVED PLANS STORMWATER POND ELEVATIONS REVISED, ADDED PRIVATE UTILITY EASEMENTS.	2
11/22/2022	ADDED EASEMENTS	1

Revisions

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08/21/2023

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Project

WILDWOOD LANDING
PHASE 1 MODIFICATION
WILDWOOD LANDING FL OWNER IV LLC.

SECTION 33, TOWNSHIP 18S, RANGE 23E
SUMTER COUNTY FLORIDA

Drawing Title

SITE PLAN 'A'

Project No.	Drawing No.
350058101	CP-4.1
Date: OCTOBER 2022	
Drawn By: JNE	
Checked By: ADE	Sheet 6 of 25

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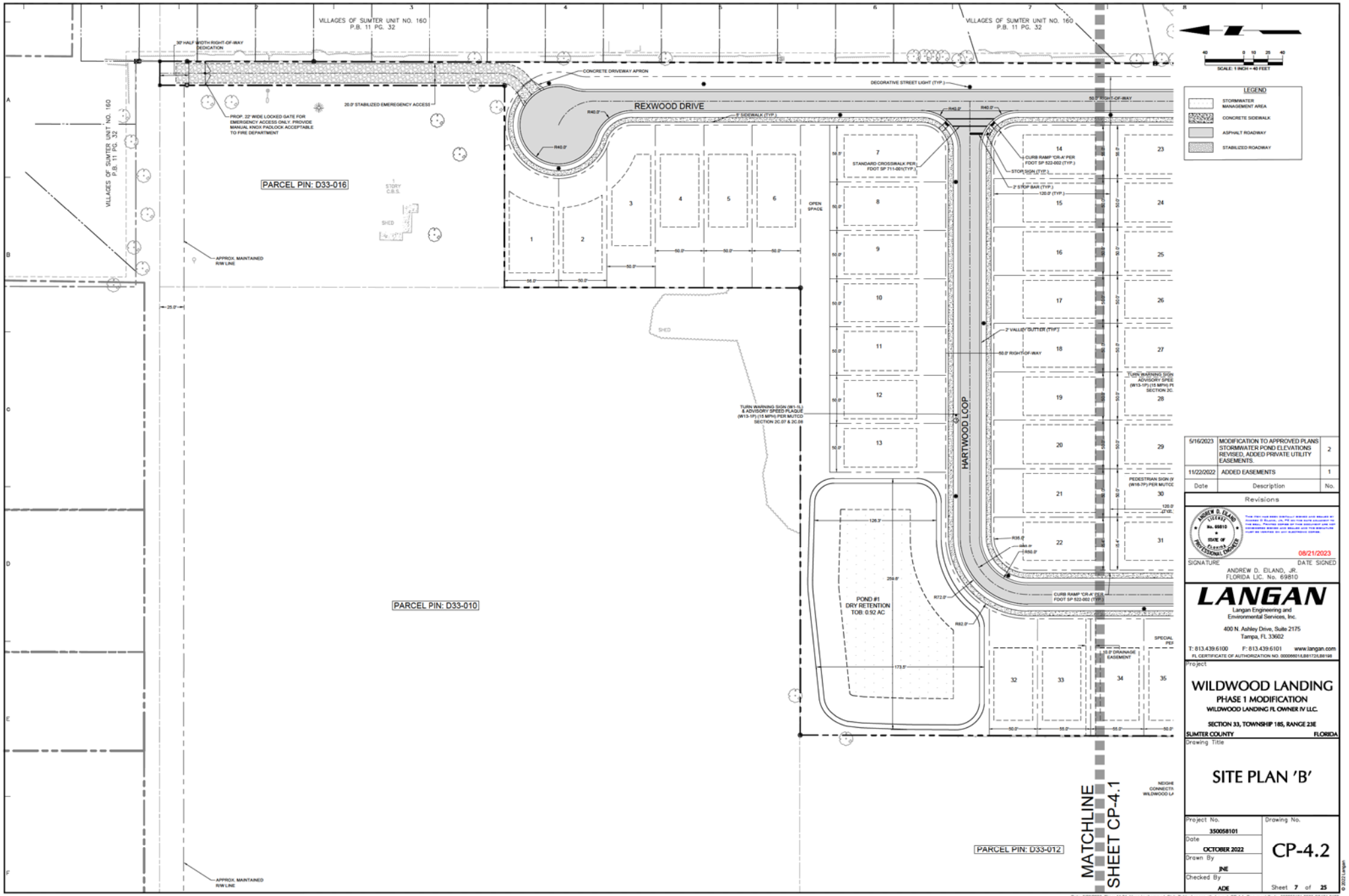

Date	Description	No.
5/16/2023	MODIFICATION TO APPROVED PLANS STORMWATER POND ELEVATIONS REVISED, ADDED PRIVATE UTILITY EASEMENTS.	2
11/22/2022	ADDED EASEMENTS	1

Revisions

ANDREW D. EILAND JR. LICENSE No. 69810 STATE OF FLORIDA PROFESSIONAL ENGINEER

This item has been digitally signed and sealed by Andrew D. Eiland, JR. PE on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

08/21/2023

SIGNATURE DATE SIGNED

ANDREW D. EILAND, JR.
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Project

WILDWOOD LANDING
PHASE 1 MODIFICATION
WILDWOOD LANDING FL OWNER IV LLC.

SECTION 33, TOWNSHIP 18S, RANGE 23E
SUMTER COUNTY FLORIDA

Drawing Title

SITE PLAN 'B'

Project No.	Drawing No.
350058101	CP-4.2
Date: OCTOBER 2022	
Drawn By: JNE	
Checked By: ADE	Sheet 7 of 25

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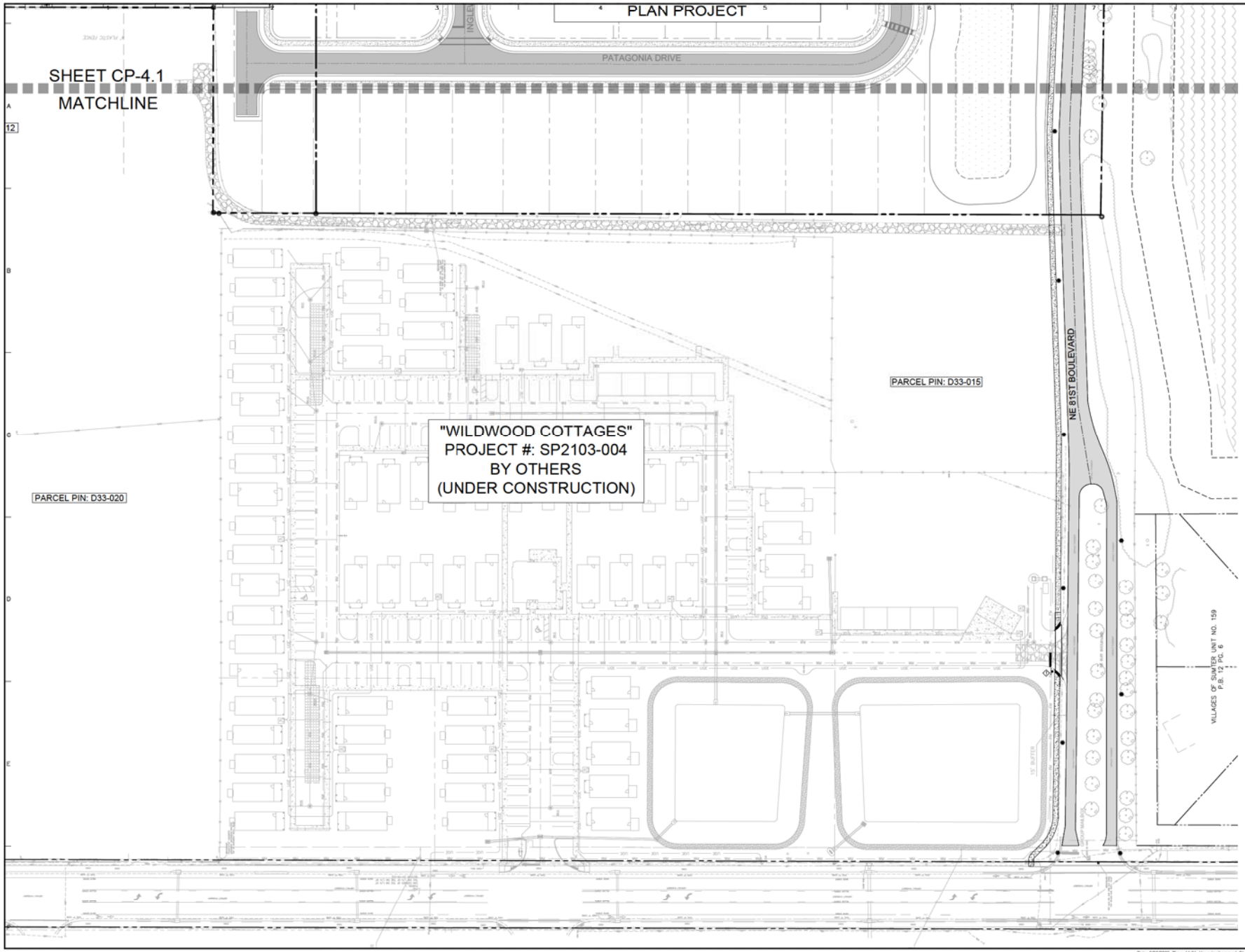
Date: 5/26/2023 Time: 11:31 User: jmohammed Style Table: Langan.stb Layout: CP-4.1 Document Code: 350058101-0502-CS101-0102



Date	Description	No.
5/16/2023	MODIFICATION TO APPROVED PLANS STORMWATER POND ELEVATIONS REVISED, ADDED PRIVATE UTILITY EASEMENTS.	2
11/22/2022	ADDED EASEMENTS	1

Revisions

ANDREW D. EILAND LICENSE No. 69810 STATE OF FLORIDA PROFESSIONAL ENGINEER

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FL CERTIFICATE OF AUTHORIZATION NO. 00006601/LB8172/LB8198

Project

WILDWOOD LANDING
PHASE 1 MODIFICATION
WILDWOOD LANDING FL OWNER IV LLC.

SECTION 33, TOWNSHIP 18S, RANGE 23E
SUMTER COUNTY FLORIDA

Drawing Title

SITE PLAN 'C'

Project No. 350058101	Drawing No. CP-4.3
Date OCTOBER 2022	
Drawn By JNE	
Checked By ADE	Sheet 8 of 25

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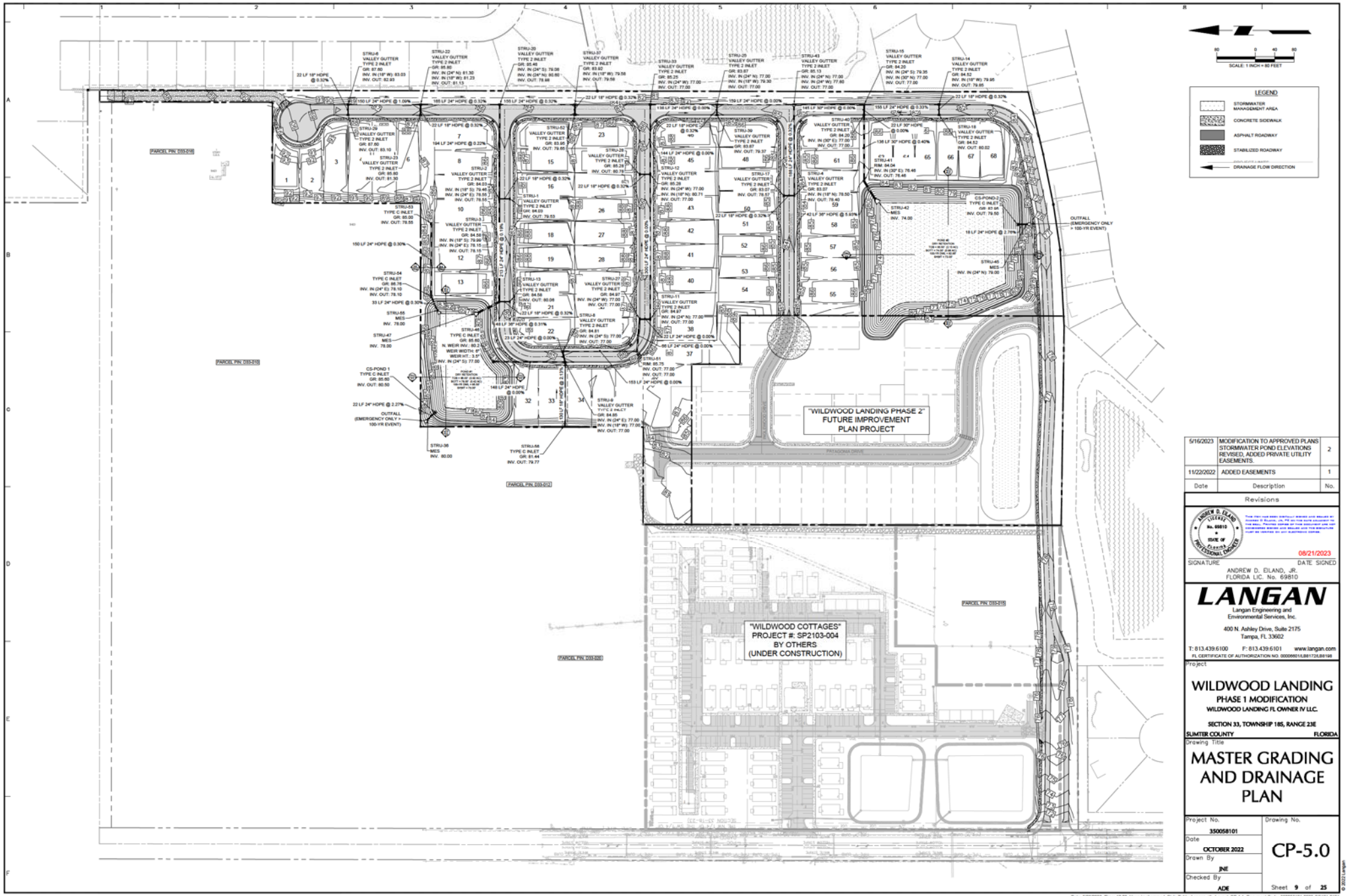
Date: 5/26/2023 Time: 11:31 User: jmohammed Style Table: Langan.stb Layout: CP-4.3 Document Code: 350058101-0502-CS101-0103



Date	Description	No.
5/16/2023	MODIFICATION TO APPROVED PLANS STORMWATER POND ELEVATIONS REVISED, ADDED PRIVATE UTILITY EASEMENTS.	2
11/22/2022	ADDED EASEMENTS	1

Revisions

ANDREW D. EILAND JR. LICENSE No. 69810 STATE OF Florida PROFESSIONAL ENGINEER

08/21/2023

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ANDREW D. EILAND, JR.
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Project

WILDWOOD LANDING
PHASE 1 MODIFICATION
WILDWOOD LANDING FL OWNER IV LLC.

SECTION 33, TOWNSHIP 18S, RANGE 23E
SUMTER COUNTY FLORIDA

Drawing Title

MASTER GRADING AND DRAINAGE PLAN

Project No.	Drawing No.
350058101	CP-5.0
Date: OCTOBER 2022	
Drawn By: JNE	
Checked By: ADE	Sheet 9 of 25

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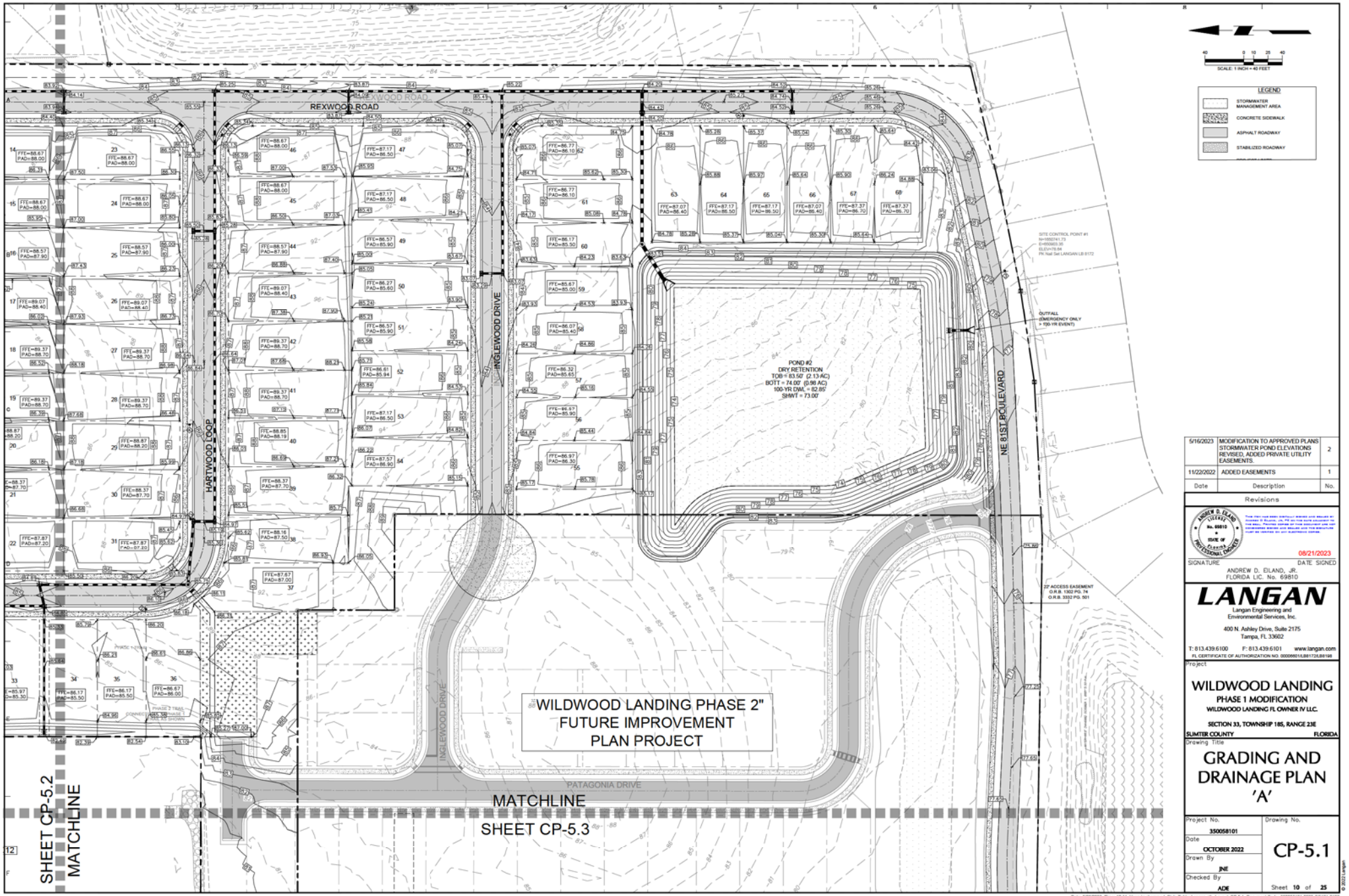
Date: 5/26/2023 Time: 12:03 User: jmohammed Style Table: Langan.stb Layout: CP-4.1 Document Code: 350058101-0502-CG101-0101



Date	Description	No.
5/16/2023	MODIFICATION TO APPROVED PLANS STORMWATER POND ELEVATIONS REVISED, ADDED PRIVATE UTILITY EASEMENTS.	2
11/22/2022	ADDED EASEMENTS	1

Revisions

ANDREW D. EILAND, JR. FLORIDA LIC. No. 69810 STATE OF FLORIDA PROFESSIONAL ENGINEER

08/21/2023

SIGNATURE DATE SIGNED

ANDREW D. EILAND, JR.
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Project

WILDWOOD LANDING
PHASE 1 MODIFICATION
WILDWOOD LANDING FL OWNER IV LLC.

SECTION 33, TOWNSHIP 18S, RANGE 23E
SUMTER COUNTY FLORIDA

Drawing Title

GRADING AND DRAINAGE PLAN 'A'

Project No. 350058101	Drawing No. CP-5.1
Date OCTOBER 2022	
Drawn By JNE	
Checked By ADE	Sheet 10 of 25

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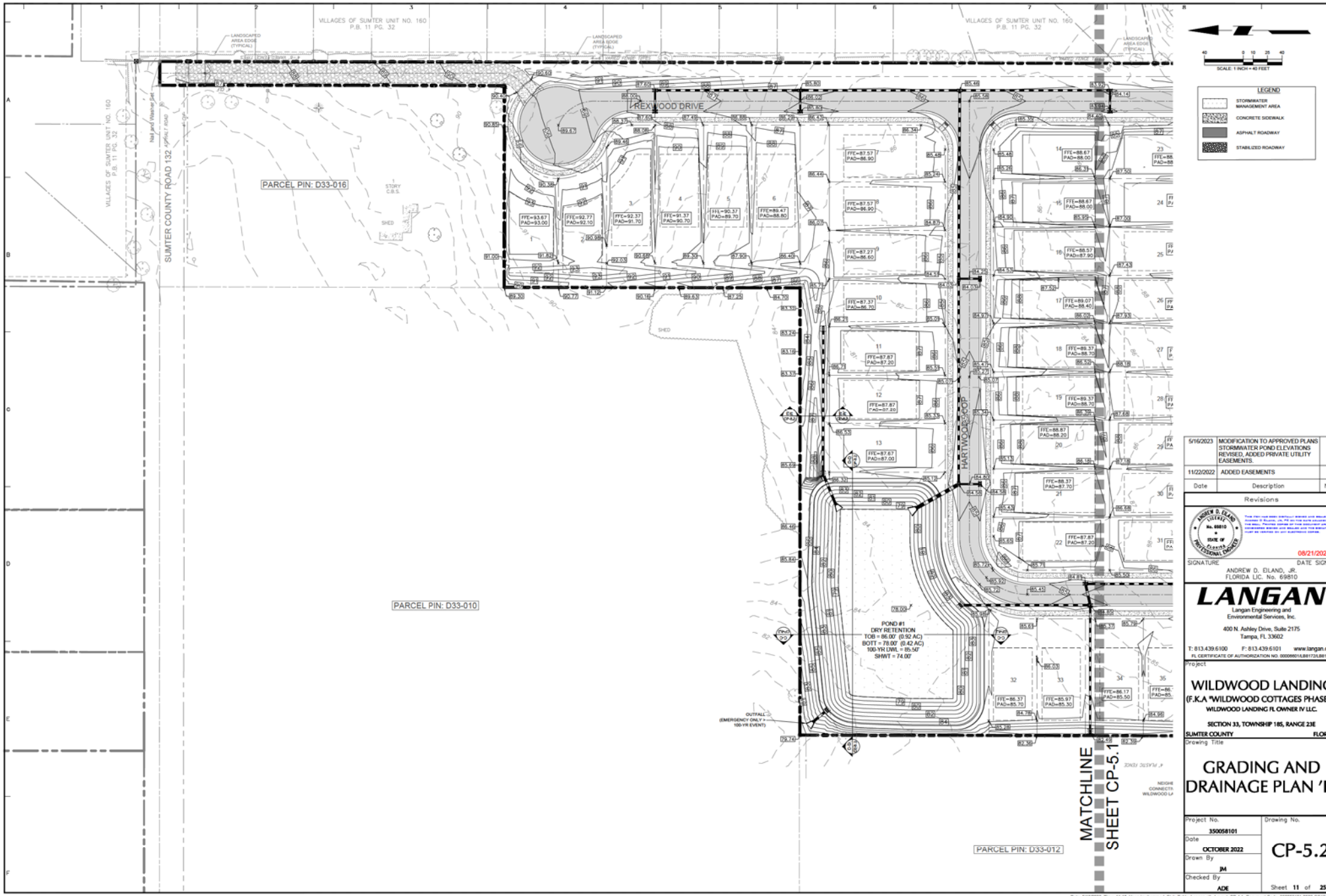

Date	Description	No.
5/16/2023	MODIFICATION TO APPROVED PLANS STORMWATER POND ELEVATIONS REVISED, ADDED PRIVATE UTILITY EASEMENTS.	2
11/22/2022	ADDED EASEMENTS	1

Revisions

ANDREW D. EILAND (JR.) No. 69810 STATE OF FLORIDA PROFESSIONAL ENGINEER

08/21/2023

SIGNATURE DATE SIGNED

ANDREW D. EILAND, JR.
FLORIDA LIC. No. 69810

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FL CERTIFICATE OF AUTHORIZATION NO. 00000601/LB6172/LB6198

Project

WILDWOOD LANDING
(F.K.A "WILDWOOD COTTAGES PHASE 2")
WILDWOOD LANDING FL OWNER IV LLC.

SECTION 33, TOWNSHIP 18S, RANGE 23E
SUMTER COUNTY FLORIDA

Drawing Title

GRADING AND DRAINAGE PLAN 'B'

Project No.	Drawing No.
350058101	CP-5.2
Date: OCTOBER 2022	
Drawn By: JM	
Checked By: ADE	Sheet 11 of 25

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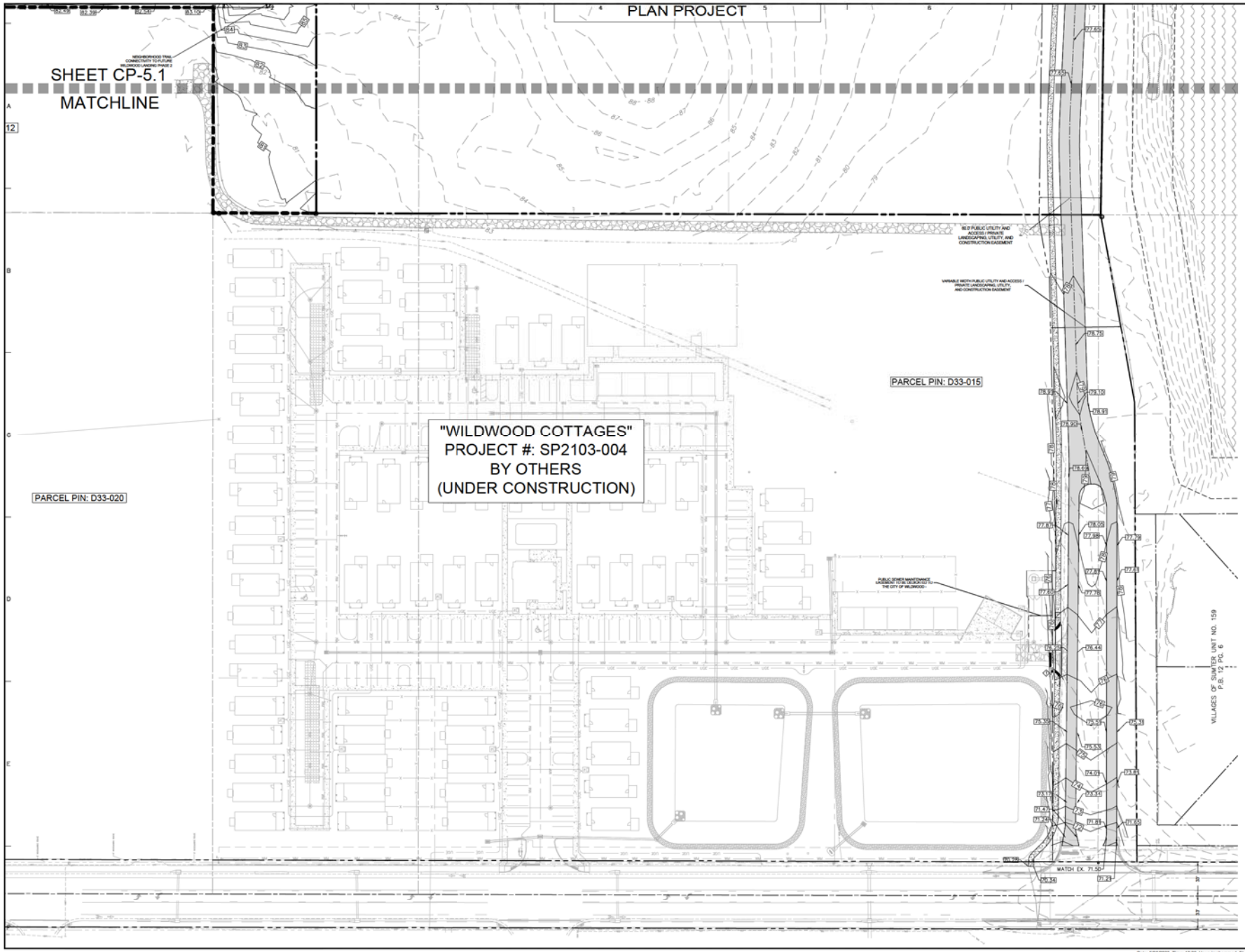

SCALE: 1 INCH = 40 FEET

LEGEND

- STORMWATER MANAGEMENT AREA
- CONCRETE SIDEWALK
- ASPHALT ROADWAY
- STABILIZED ROADWAY

Date	Description	No.
5/16/2023	MODIFICATION TO APPROVED PLANS STORMWATER POND ELEVATIONS REVISED, ADDED PRIVATE UTILITY EASEMENTS.	2
11/22/2022	ADDED EASEMENTS	1

Revisions

ANDREW D. EILAND LICENSE No. 69810 STATE OF FLORIDA PROFESSIONAL ENGINEER

08/21/2023

SIGNATURE DATE SIGNED

ANDREW D. EILAND, JR.
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Project

WILDWOOD LANDING
PHASE 1 MODIFICATION
WILDWOOD LANDING FL OWNER IV LLC.
SECTION 33, TOWNSHIP 18S, RANGE 23E
SUMTER COUNTY FLORIDA

Drawing Title

GRADING AND DRAINAGE PLAN 'C'

Project No. 350058101
Date OCTOBER 2022
Drawn By JNE
Checked By ADE
Drawing No. CP-5.3
Sheet 12 of 25

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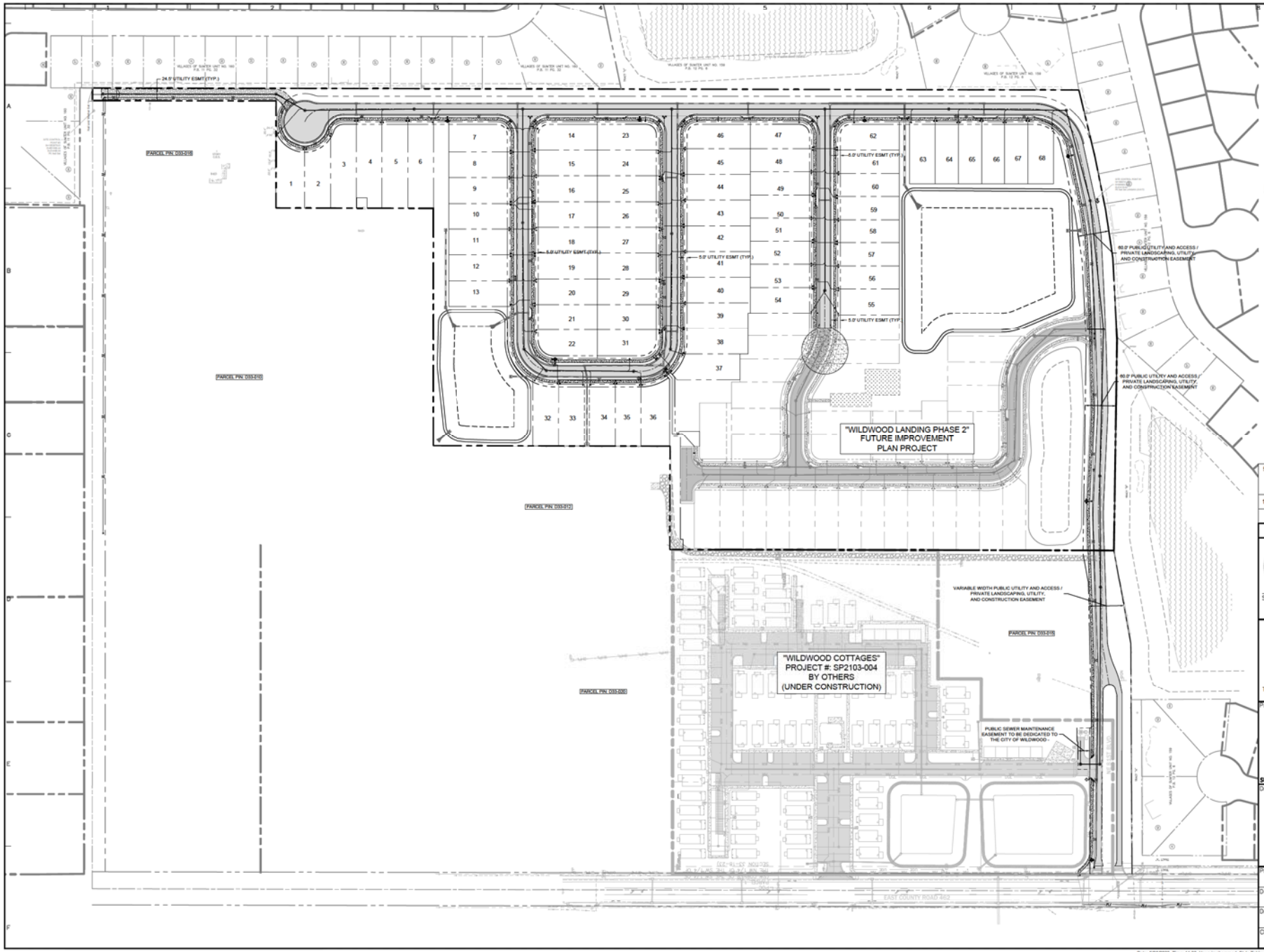
Date: 5/26/2023 Time: 12:08 User: jmohammed Style Table: Langan.stb Layout: CP-5.3 Document Code: 350058101-0502-CG101-0104



Date	Description	No.
5/16/2023	MODIFICATION TO APPROVED PLANS STORMWATER POND ELEVATIONS REVISED, ADDED PRIVATE UTILITY EASEMENTS.	2
11/22/2022	ADDED EASEMENTS	1

Revisions

ANDREW D. EILAND, JR. LICENSE No. 69810 STATE OF FLORIDA PROFESSIONAL ENGINEER

08/21/2023
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Project
WILDWOOD LANDING
PHASE 1 MODIFICATION
WILDWOOD LANDING FL OWNER IV LLC.
SECTION 33, TOWNSHIP 18S, RANGE 23E
SUMTER COUNTY FLORIDA

Drawing Title
MASTER UTILITY PLAN

Project No.	350058101
Date	OCTOBER 2022
Drawn By	JNE
Checked By	ADE
Drawing No.	CP-6.0
Sheet	13 of 25

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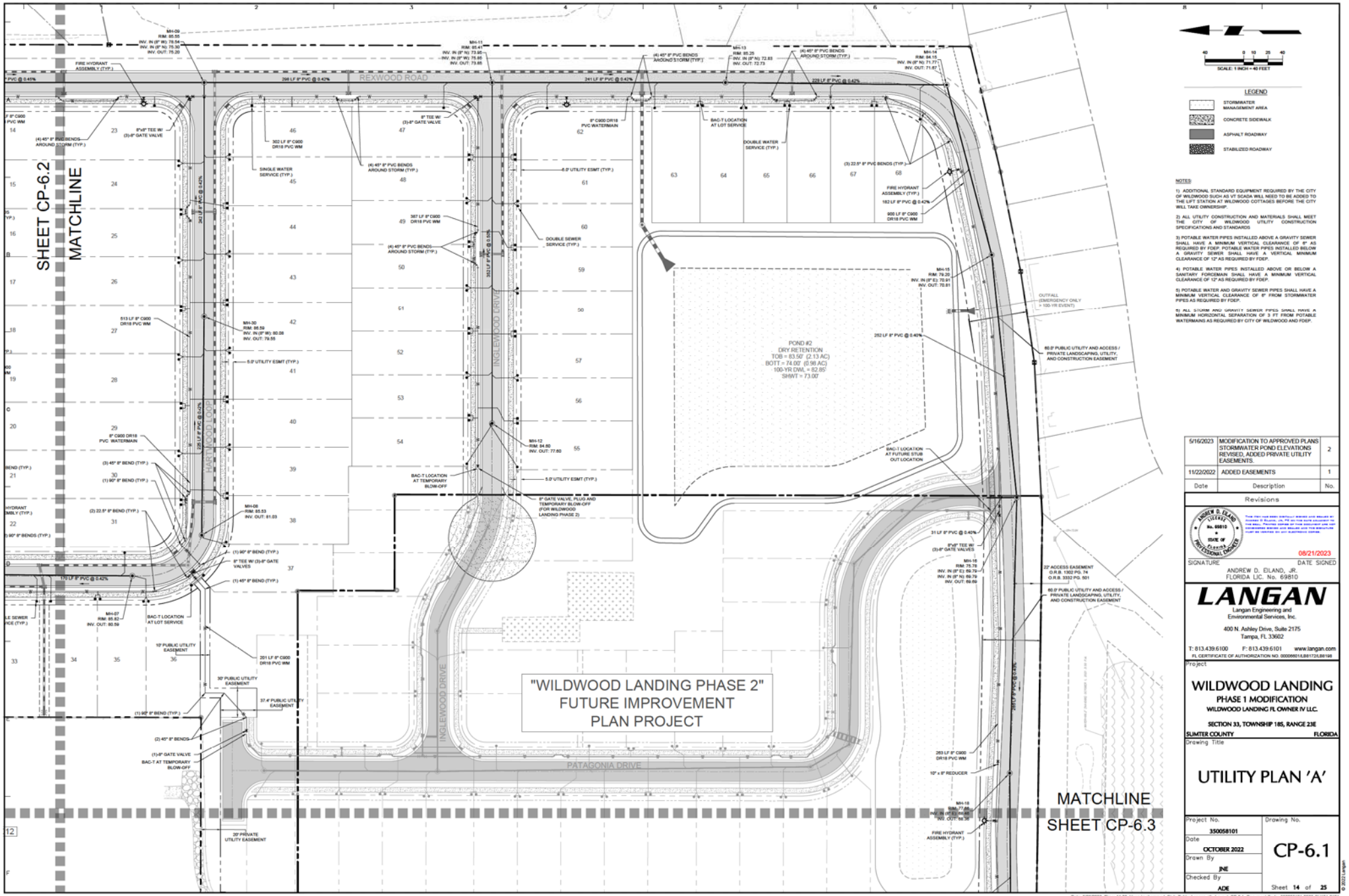
Date: 5/26/2023 Time: 11:33 User: jmohammed Style Table: Langan.stb Layout: CP-6.0 Document Code: 350058101-0502-CU101-0103


SHEET CP-6.2
MATCHLINE
REXWOOD ROAD
INGLEWOOD DRIVE
HARTWOOD LOOP
PATAGONIA DRIVE
POND #2
DRY RETENTION
TOB = 83.50' (2.13 AC)
BOTT = 74.00' (0.98 AC)
100-YR DWL = 82.85'
SHWT = 73.00'
"WILDWOOD LANDING PHASE 2"
FUTURE IMPROVEMENT
PLAN PROJECT
MATCHLINE
SHEET CP-6.3
SCALE: 1 INCH = 40 FEET
LEGEND
STORMWATER MANAGEMENT AREA
CONCRETE SIDEWALK
ASPHALT ROADWAY
STABILIZED ROADWAY
NOTES:
1) ADDITIONAL STANDARD EQUIPMENT REQUIRED BY THE CITY OF WILDWOOD SUCH AS VT SCADA WILL NEED TO BE ADDED TO THE LIFT STATION AT WILDWOOD COTTAGES BEFORE THE CITY WILL TAKE OWNERSHIP.
2) ALL UTILITY CONSTRUCTION AND MATERIALS SHALL MEET THE CITY OF WILDWOOD UTILITY CONSTRUCTION SPECIFICATIONS AND STANDARDS
3) POTABLE WATER PIPES INSTALLED ABOVE A GRAVITY SEWER SHALL HAVE A MINIMUM VERTICAL CLEARANCE OF 6" AS REQUIRED BY FDEP. POTABLE WATER PIPES INSTALLED BELOW A GRAVITY SEWER SHALL HAVE A VERTICAL MINIMUM CLEARANCE OF 12" AS REQUIRED BY FDEP.
4) POTABLE WATER PIPES INSTALLED ABOVE OR BELOW A SANITARY FORCEMAIN SHALL HAVE A MINIMUM VERTICAL CLEARANCE OF 12" AS REQUIRED BY FDEP.
5) POTABLE WATER AND GRAVITY SEWER PIPES SHALL HAVE A MINIMUM VERTICAL CLEARANCE OF 6" FROM STORMWATER PIPES AS REQUIRED BY FDEP.
6) ALL STORM AND GRAVITY SEWER PIPES SHALL HAVE A MINIMUM HORIZONTAL SEPARATION OF 3 FT FROM POTABLE WATERMAINS AS REQUIRED BY CITY OF WILDWOOD AND FDEP.
5/16/2023 MODIFICATION TO APPROVED PLANS STORMWATER POND ELEVATIONS REVISED, ADDED PRIVATE UTILITY EASEMENTS. 2
11/22/2022 ADDED EASEMENTS 1
Date Description No.
Revisions
ANDREW D. EILAND LICENSE No. 69810 STATE OF FLORIDA PROFESSIONAL ENGINEER
08/21/2023
SIGNATURE DATE SIGNED
ANDREW D. EILAND, JR.
FLORIDA LIC. No. 69810
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FL CERTIFICATE OF AUTHORIZATION NO. 00000601/LB6172/LB6199
Project
WILDWOOD LANDING
PHASE 1 MODIFICATION
WILDWOOD LANDING FL OWNER IV LLC.
SECTION 33, TOWNSHIP 18S, RANGE 23E
SUMTER COUNTY FLORIDA
Drawing Title
UTILITY PLAN 'A'
Project No. 350058101
Date OCTOBER 2022
Drawn By JNE
Checked By ADE
Drawing No. CP-6.1
Sheet 14 of 25
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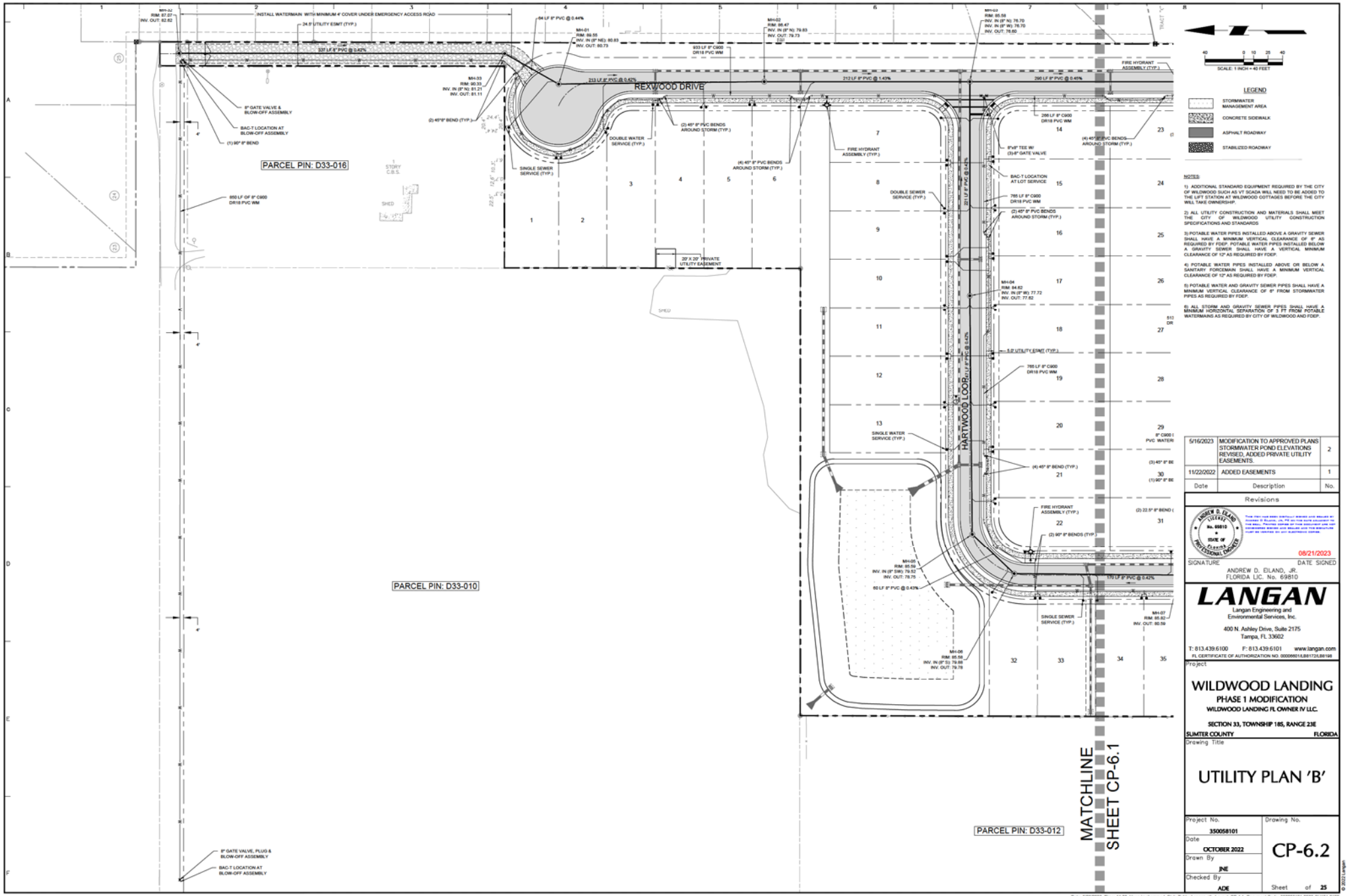

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Date	Description	No.
5/16/2023	MODIFICATION TO APPROVED PLANS STORMWATER POND ELEVATIONS REVISED, ADDED PRIVATE UTILITY EASEMENTS.	2
11/22/2022	ADDED EASEMENTS	1

Revisions

ANDREW D. EILAND JR. LICENSE No. 69810 STATE OF FLORIDA PROFESSIONAL ENGINEER

08/21/2023

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Project

WILDWOOD LANDING
PHASE 1 MODIFICATION
WILDWOOD LANDING FL OWNER IV LLC.

SECTION 33, TOWNSHIP 18S, RANGE 23E
SUMTER COUNTY FLORIDA

Drawing Title

UTILITY PLAN 'B'

Project No. 350058101	Drawing No. CP-6.2
Date OCTOBER 2022	
Drawn By JNE	
Checked By ADE	Sheet of 25

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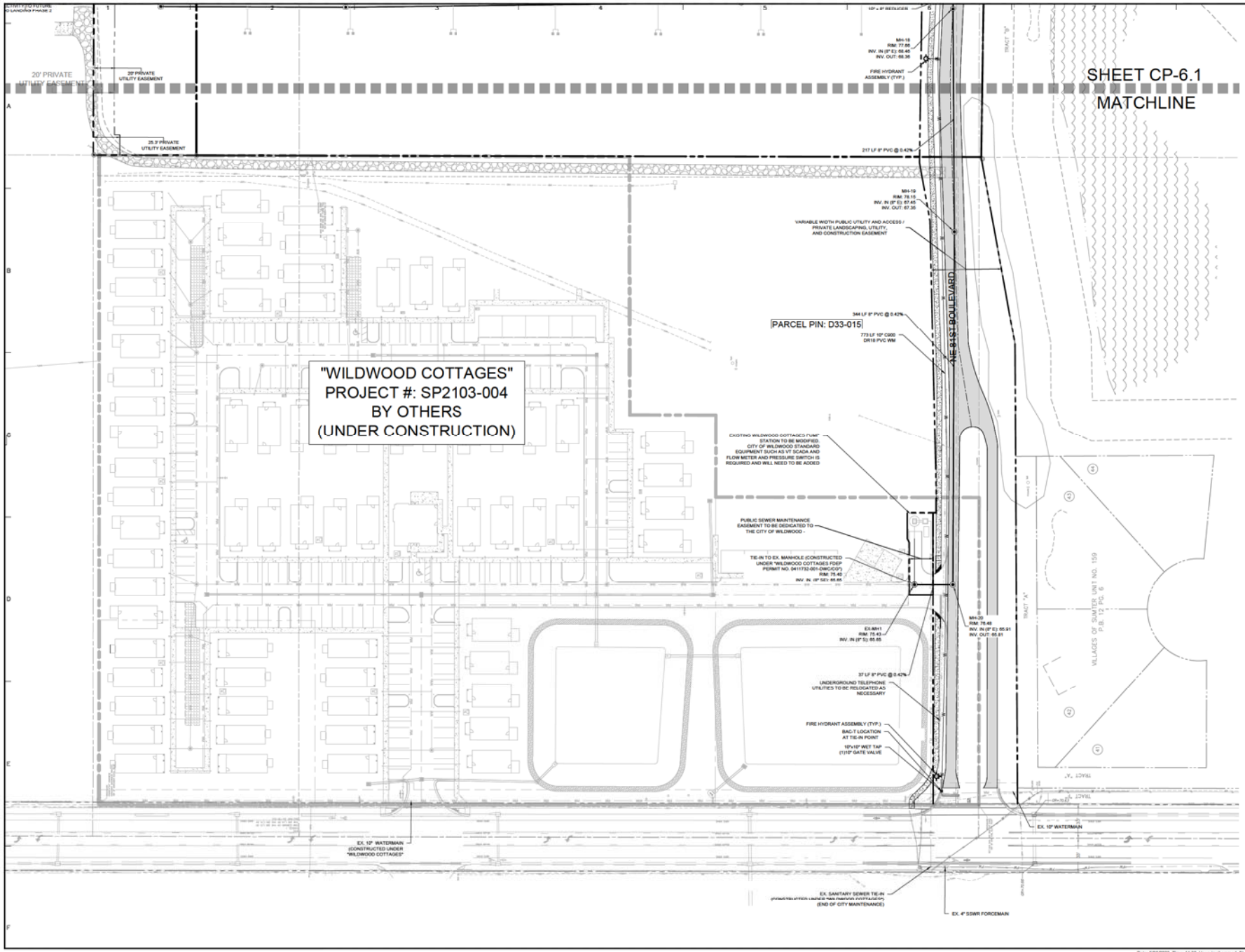
Date: 5/26/2023 Time: 11:33 User: jmohammed Style Table: Langan.stb Layout: CP-4.1 Document Code: 350058101-0502-CU101-0102



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Project

WILDWOOD LANDING
PHASE 1 MODIFICATION
WILDWOOD LANDING FL OWNER IV LLC.

SECTION 33, TOWNSHIP 18S, RANGE 23E
SUMTER COUNTY FLORIDA

Drawing Title

UTILITY PLAN 'C'

Project No.	Drawing No.
350058101	CP-6.3
Date: OCTOBER 2022	
Drawn By: JNE	
Checked By: ADE	Sheet 16 of 25

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Date: 5/26/2023 Time: 11:33 User: jmohammed Style Table: Langan.stb Layout: CP-6.3 Document Code: 350058101-0502-CU101-0104

City of Wildwood, Florida

Planning & Zoning Board/Special Magistrate

The case below was heard on Tuesday, November 7, 2023, by the Special Magistrate. The applicant is seeking a favorable recommendation for an improvement plan from the City of Wildwood Planning and Zoning Board/Special Magistrate for a modification to an already approved improvement plan (PLAT 2205-003) with revisions to the pond 2 design, finished floor elevations for lots, potable water and sanitary sewer stub-out locations, location of the amenity, width of lots 47-68, and location of utility and drainage easements, on 19.4 acres, MOL. The subject property is generally located east of E C 462, and approximately 0.63 miles north of C 466A.

Case Number: PLAT 2305-011 Wildwood Landing Phase 1 Improvement Plan Modification

Applicant(s): Langan Engineering & Environmental Services, Inc

Owner(s): Wildwood Landing (FL) Owner IV, LLC

Parcel(s): D33-014

Under Land Development Regulation (LDR) § 1.7(B)(1), the Planning and Zoning Board/Special Magistrate has a duty to make a recommendation to the City Commission on all proposed improvement plans.

Based upon the testimony, evidence, and information presented as to the criteria set forth in LDR § 5.5, the Special Magistrate recommends approval contingent on the resolution of the outstanding fire comment. The City of Wildwood and Sumter County's administrative boards are working on modifying the Fire Inspections and Plan Review section of the Interlocal Service Boundary and Joint Planning Agreement (ISBA/JPA) to include an exclusion of properties within the JPA from being designated as Rural, Wildlands or Suburban under the NFPA 1141:1.3.1 (2017, ed.) as part of the 7th (2020) edition of the Florida Fire Prevention Code.

Dated: November 7, 2023

Lindsay C. T. Holt
Special Magistrate City of Wildwood

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: **PLAT 2310-001 VOSO Unit 228 Final Plat**

REQUESTED ACTION: Staff recommends approval.

CONTRACT: Vendor/Entity:

Effective Date: Termination Date:

Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

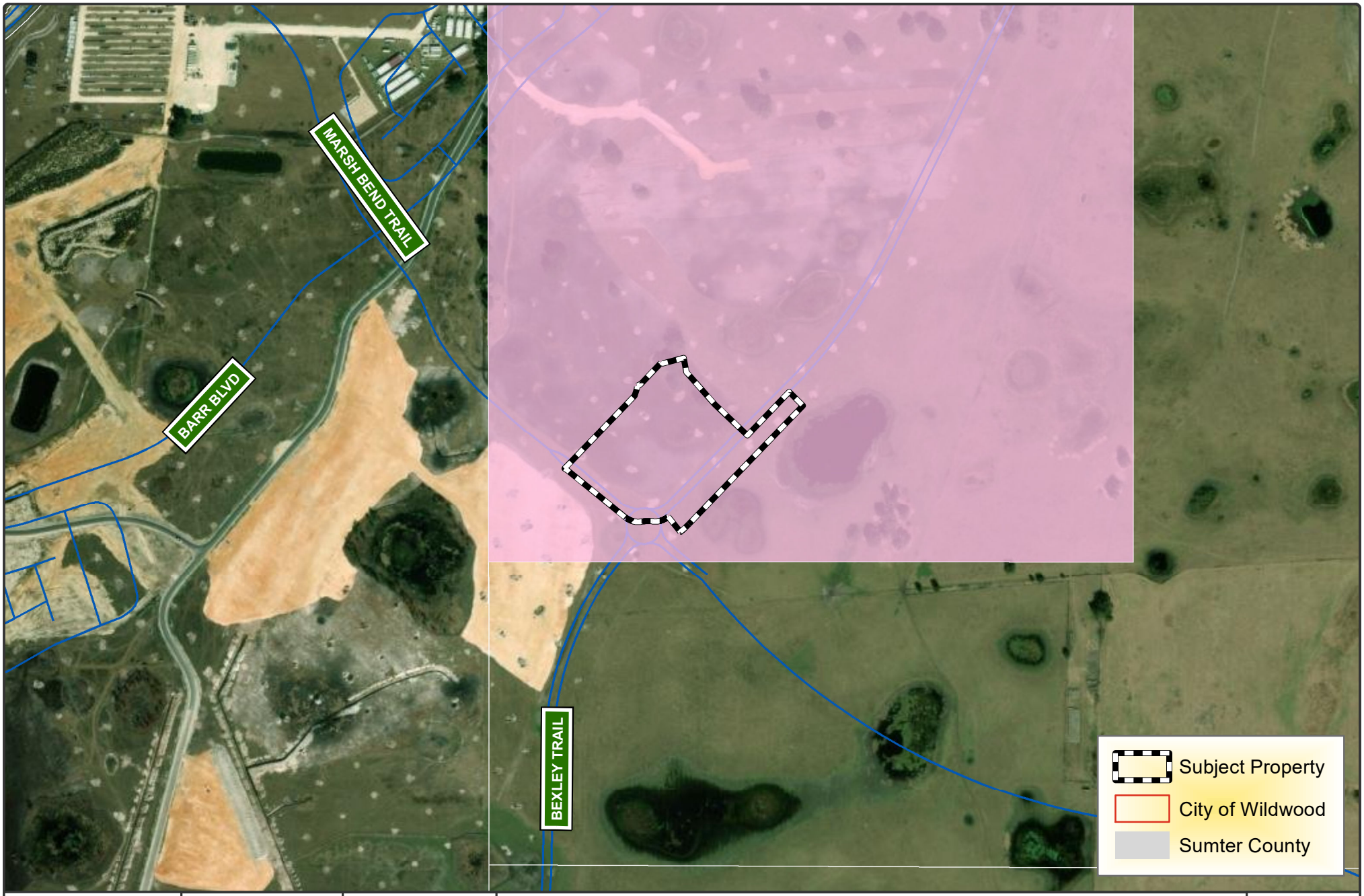
Case Number	PLAT 2310-001 VOSO Unit 228 Final Plat
Owner(s)	The Villages Development Company, LLC
Applicant(s)	The Villages Development Company, LLC
Acreage	11.79 +/-
Property Location	The subject property is generally located north of Bexley Trail and east of Marsh Bend Trail.
Parcel	K14-002

The applicant is seeking approval from the City Commission for the VOSO Unit 228 Final Plat, a subdivision consisting of 56 single-family dwelling units.

Plat 2310-001 meets the criteria set forth in the F.S. 177, the Villages of Southern Oaks 163 Agreement, and the Land Development Regulations.

Dated: 11/20/2023

Wendy Then, AICP, CFM
Assistant Director Development Services



WILDWOOD FLORIDA
EST. 1877

CITY OF WILDWOOD
100 North Main Street
Wildwood, FL 34785
Phone: (352) 330-1330
www.wildwood-fl.gov

Feet
0 330 660

PLAT 2310-001

VOSO - UNIT 228 FINAL PLAT

PARCEL K14-002

MAP 1B
LOCATION MAP
OCTOBER 2023

COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THIS SUBDIVISION ARE RECORDED IN THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA. OR BOOK _____, PAGE _____

VILLAGES OF SOUTHERN OAKS UNIT NO. 228

SHEET 1 OF 4

SECTION 14, TOWNSHIP 20 SOUTH, RANGE 23 EAST,
CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

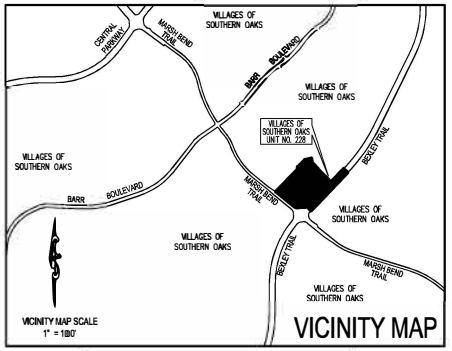
PLAT BOOK _____
PAGE _____

LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF AFORESAID SECTION 14; THENCE ALONG THE WEST LINE THEREOF RUN S00°13'06"W, 594.74 FEET; THENCE DEPARTING SAID WEST LINE RUN S89°46'54"E, 413.10 FEET TO THE POINT OF BEGINNING; THENCE N43°55'34"E, 521.50 FEET; THENCE N18°58'18"E, 44.23 FEET; THENCE N15°52'39"W, 10.00 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 60.00 FEET AND A CHORD BEARING AND DISTANCE OF N59°01' 28"E, 31.26 FEET TO WHICH A RADIAL LINE BEARS S15°52'39"E; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 30°1' 48", AN ARC DISTANCE OF 31.62 FEET TO THE POINT OF TANGENCY; THENCE N43° 55'8"E, 130.46 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 60.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°18' 9", AN ARC DISTANCE OF 12.90 FEET; THENCE ALONG A RADIAL LINE RUN S58°23'17"E, 10.00 FEET; THENCE N75°23' 26"E, 113.11 FEET; THENCE S10°10' 19"E, 74.81 FEET; THENCE S41°34' 40"E, 220.81 FEET; THENCE S46°04' 26"E, 232.00 FEET; THENCE N43°55'34"E, 310.81 FEET; THENCE S46°04' 26"E, 100.00 FEET; THENCE S43° 55'4"W, 849.98 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 550.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°06'25" , ANARC DISTANCE OF 58.62 FEET; THENCE ALONG A NON-TANGENT LINE RUN N39°41' 45"W, 100.00 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 102.00 FEET AND A CHORD BEARING AND DISTANCE OF S75°14' 15"W, 87.07 FEET TO WHICH A RADIAL LINE BEARS S40°01'38"E; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 50°31' 46", AN ARC DISTANCE OF 89.95 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 123.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 23°05' 4", AN ARC DISTANCE OF 49.59 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 102.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 51°4 7'06", AN ARC DISTANCE OF 92.01 FEET TO THE POINT OF TANGENCY; THENCE N50°54' 40"W, 381.47 FEET; THENCE N56°59'59"W, 22.22 FEET TO THE POINT OF BEGINNING.

CONTAINING 11.79 ACRES, MORE OR LESS.



56 LOTS – 6 TRACTS

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

NOTES:

1.) BEARINGS ARE BASED ON THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 20 SOUTH, RANGE 23 EAST AS BEING S00°13'06"W.

2.) ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION

3.) ALL DISTANCES SHOWN ARE IN FEET.

4.) WITH REFERENCE TO CURVILINEAR LOTS, RADIAL LINES HAVE BEEN DESIGNATED BY (R). ALL OTHER LINES ARE NON-RADIAL.

5.) LOT CORNERS WILL BE SET PRIOR TO THE TRANSFER OF ANY LOT OR PRIOR TO THE EXPIRATION OF THE BOND OR OTHER SURETY.

6.) PERMANENT CONTROL POINTS (P.C.P.'S) WILL BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT WAS RECORDED OR PRIOR TO THE EXPIRATION OF THE BOND OR SURETY.

7.) ALL PERMANENT REFERENCE MONUMENTS (P.R.M.'S) HAVE BEEN SET IN ACCORDANCE WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES.

8.) TRACTS "A", "B" AND "C" ARE FOR ANY PURPOSE PERMITTED BY APPLICABLE LAW AND APPROVED IN WRITING BY DEVELOPER.

9.) TRACTS "D", "E" AND "F" ARE FOR ANY PURPOSE PERMITTED BY APPLICABLE LAW AND APPROVED IN WRITING BY DEVELOPER. NO INGRESS OR EGRESS IS PERMITTED WITHOUT THE DEVELOPER'S CONSENT.

10.) THE DISTRICT FINDS IT IN THE PUBLIC INTEREST, AND HEREBY AGREES TO PROVIDE THE FOLLOWING SERVICES: (A) MAINTENANCE AND REPAIR OF AREAS OWNED BY THE DISTRICT OR DEDICATED TO THE USE AND ENJOYMENT OF THE RESIDENTS OF THE DISTRICT, THE SUBDIVISION, OR THE PUBLIC; (B) PAY FOR THE COST OF WATER AND SEWER PROVIDED BY GIBSON PLACE UTILITY COMPANY, LLC, OR ITS ASSIGNS, TOGETHER WITH THE COST OF GARBAGE, ELECTRICAL, LIGHTING, TELEPHONE, GAS AND OTHER NECESSARY UTILITY SERVICE FOR AREAS OWNED BY THE DISTRICT OR DEDICATED TO THE USE AND ENJOYMENT OF THE RESIDENTS OF THE DISTRICT, SUBDIVISION, OR THE PUBLIC; (C) MAINTENANCE AND REPAIR OF THE STORM WATER RUNOFF DRAINAGE SYSTEM INCLUDING DRAINAGE EASEMENTS AND DRAIN PIPES NOT MAINTAINED BY GIBSON PLACE WATER CONSERVATION AUTHORITY, LLC, OR ITS ASSIGNS, OR THE CITY OF WILDWOOD, OR SUMTER COUNTY, FLORIDA; (D) MAINTENANCE AND REPAIR OF THE LANDSCAPING AND IRRIGATION ON ISLANDS AND CUL-DE-SACS LOCATED WITHIN THE ROADWAYS; IF ANY; (E) MAINTENANCE AND REPAIR TO THE TOP AND EXTERIOR OF THE WALLS AND/OR FENCES LOCATED ON OR ADJACENT TO: (I) THE SOUTHEASTERLY BOUNDARY OF HOMESITE 21; (II) THE REAR LOT LINE OF HOMESITES 21 THROUGH 30; AND (III) TRACTS A AND B OF THE SUBDIVISION; (F) MAINTENANCE AND REPAIR TO THE EXTERIOR OF THE WALLS, BUT NOT ANY RAILINGS, LOCATED ON OR ADJACENT TO THE REAR LOT LINE OF HOMESITES 9 THROUGH 20; AND (G) MAINTENANCE AND REPAIR, INCLUDING STRUCTURAL REPAIR, TO THE WALLS AND/OR FENCES LOCATED ON OR ADJACENT TO TRACTS D, E, AND F OF THE SUBDIVISION.

11.) THE TITLE OPINION FOR THIS PLAT HAS BEEN SUBMITTED BY SEPARATE DOCUMENT.

VILLAGES OF SOUTHERN OAKS UNIT NO. 228 CONVEYANCE AND GRANT OF EASEMENTS TO VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 15

ALL RIGHT, TITLE AND INTEREST OF THE VILLAGES DEVELOPMENT COMPANY, LLC, (THE DEVELOPER) IN TRACTS "A", "B", "C", "D", "E" AND "F" AND THE ROADWAYS, EXCEPT BEXLEY TRAIL, SHOWN ON THIS PLAT OF VILLAGES OF SOUTHERN OAKS UNIT NO. 228, IS HEREBY SOLD, CONVEYED AND SET OVER TO VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 15 (THE DISTRICT): (1) RESERVING UNTO THE DEVELOPER AND ITS ASSIGNS, AND EACH OF THEIR SUCCESSORS, TENANTS, INVITEES, AND GUESTS PERPETUAL EASEMENTS FOR INGRESS AND EGRESS AND THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF UNDERGROUND ELECTRIC, TELEPHONE, CABLE, GAS AND OTHER UTILITIES, IRRIGATION FACILITIES, POTABLE WATER, SANITARY SEWER AND STORM WATER FACILITIES, LANDSCAPED AREAS, FENCES, WALLS, ENTRY FACILITIES, INCLUDING ELECTRONIC CARD READING EQUIPMENT, GOLF CART AND PEDESTRIAN PATHS, SIGNAGE, ENJOYMENT IMPROVEMENTS AND GOLF CART AND PEDESTRIAN BRIDGES; AND (2) SUBJECT TO THE RESTRICTION THAT ALL ADDITIONS OF, REMOVAL OF, AND CHANGES TO IMPROVEMENTS LOCATED ON SUCH TRACTS AND ROADWAYS (INCLUDING, WITHOUT LIMITATION, ALL THOSE IMPROVEMENTS DESCRIBED ABOVE), MUST FIRST BE APPROVED IN ADVANCE BY THE DEVELOPER.

THE DEVELOPER ALSO GRANTS TO THE DISTRICT NON-EXCLUSIVE, PERPETUAL EASEMENTS OVER, ACROSS AND UPON ANY SPECIAL EASEMENTS SHOWN HEREON FOR THE PURPOSE OF MAINTAINING DRAINAGE FACILITIES LOCATED THEREON.

THE DISTRICT, BY EXECUTING THE DEDICATION CONTAINED ON THIS PLAT, ACCEPTS THIS CONVEYANCE AND AGREES TO MAINTAIN THE TRACTS LISTED ABOVE, INCLUDING ALL IMPROVEMENTS CONSTRUCTED THEREON AND DRAINAGE FACILITIES LOCATED WITHIN ANY SPECIAL EASEMENTS PERPETUALLY, AND MAINTAIN THE ROADWAYS AND DRAINAGE FEATURES LYING WITHIN SUCH ROADWAYS (EXCEPT BEXLEY TRAIL AND ANY DRAINAGE FEATURES LYING THEREIN) FOR TWO YEARS AFTER THE CITY ENGINEER HAS CERTIFIED THE CONSTRUCTION HAS BEEN COMPLETED.

WITNESSES AS TO ALL

SIGNATURE
PRINT NAME
SIGNATURE
PRINT NAME

THE VILLAGES DEVELOPMENT COMPANY, LLC,
A FLORIDA LIMITED LIABILITY COMPANY
BY: VDC MANAGER, LLC,
A FLORIDA LIMITED LIABILITY COMPANY,
ITS MANAGER

BY: _____
MARTIN L. DZURO, MANAGER

STATE OF FLORIDA
COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS ___ DAY OF _____, 20_____, BY MARTIN L. DZURO, AS MANAGER OF AND ON BEHALF OF VDC MANAGER, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE MANAGER OF THE VILLAGES DEVELOPMENT COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR THE PURPOSES EXPRESSED HEREIN, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

NOTARY PUBLIC – STATE OF FLORIDA
PRINT NAME: _____
COMMISSION NO. : _____
COMMISSION EXPIRES: _____

SEAL

CERTIFICATE OF APPROVAL BY CITY OFFICIALS

THIS CERTIFIES THAT THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO F.S. CHAPTER 177, AS CERTIFIED BY THE REVIEWING SURVEYOR SHOWN BELOW.

MELANIE D. STRICKLAND
DEVELOPMENT SERVICES DIRECTOR

THIS CERTIFIES THAT THIS PLAT WAS PRESENTED TO THE COMMISSION OF THE CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA, AND WAS APPROVEDBY THE COMMISSION FOR RECORD ON THIS ____ DAY OF _____, 20____.

JESSICA BARNES
CITY CLERK

ED WOLF
MAYOR

THIS CERTIFIES THAT THIS PLAT WAS PRESENTED TO THE ATTORNEY FOR THE CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA, AND APPROVED BY HIM OR HER AS TO FORM AND LEGALITY ON THIS ____ DAY OF _____, 20____.

PRINT NAME
CITY OF WILDWOOD, ATTORNEY

SIGNATURE
CITY OF WILDWOOD, ATTORNEY

DEVELOPMENT SERVICES DIRECTOR
MELANIE D. STRICKLAND

PUBLIC WORKS DIRECTOR
JEREMY HOCKENBURY

PRINT NAME
CITY OF WILDWOOD, ENGINEER

SIGNATURE
CITY OF WILDWOOD, ENGINEER

REVIEWING SURVEYOR'S CERTIFICATE

PURSUANT TO SECTION 177.081, FLORIDA STATUTES, I HEREBY CERTIFY THAT I HAVE PERFORMED A REVIEW OF THIS PLAT FOR CONFORMITY TO CHAPTER 177, FLORIDA STATUTES AND THAT SAID PLAT COMPLIES WITH THE TECHNICAL REQUIREMENTS OF THAT CHAPTER; PROVIDED, HOWEVER, THAT MY REVIEW AND CERTIFICATION DOES NOT INCLUDE FIELD VERIFICATION OF ANY POINTS OR MEASUREMENTS SHOWN ON THIS PLAT.

SIGNATURE _____ DATE _____

RONALD W. HERR, P.L.S.
WADE SURVEYING, INC.

4907
REGISTRATION NO.

SEAL

PREPARED BY:
CFB SURVEYING
CLYMER FARMER BARLEY
4450 NE 83RD ROAD - WILDWOOD, FL 34785
(352) 748-3128 LB#498

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, THE VILLAGES DEVELOPMENT COMPANY, LLC (THE DEVELOPER) HAS CAUSED TO BE MADE THIS PLAT, VILLAGES OF SOUTHERN OAKS UNIT NO. 228, A SUBDIVISION OF LAND HEREIN DESCRIBED AND JOINS WITH VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 15 (THE DISTRICT) TO HEREBY DEDICATE THE ROADWAYS, EXCEPT BEXLEY TRAIL, SHOWN HEREON TO THE CITY OF WILDWOOD AND THE PERPETUAL USE OF THE PUBLIC, AND DEDICATES TRACTS "A", "B", "C", "D", "E" AND "F" TO VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 15.

BEXLEY TRAIL WILL BE MAINTAINED BY THE OWNERS THEREOF OR THE OWNERS' ASSIGNS AND/OR DESIGNEES AND THE CITY OF WILDWOOD IS NOT RESPONSIBLE FOR THE MAINTENANCE OR IMPROVEMENTS OF SAME.

WITNESSES:
(1) _____
SIGNATURE
PRINT NAME
(2) _____
SIGNATURE
PRINT NAME

THE VILLAGES DEVELOPMENT COMPANY, LLC,
A FLORIDA LIMITED LIABILITY COMPANY
BY: VDC MANAGER, LLC,
A FLORIDA LIMITED LIABILITY COMPANY,
ITS MANAGER

BY: _____
MARTIN L. DZURO, MANAGER

WITNESSES:
(1) _____
SIGNATURE
PRINT NAME
(2) _____
SIGNATURE
PRINT NAME

VILLAGE COMMUNITY DEVELOPMENT
DISTRICT NO. 15

BY: _____
SPENCER R. NOVAK, CHAIR

STATE OF FLORIDA
COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS ____ DAY OF _____, 20_____, BY MARTIN L. DZURO, AS MANAGER OF AND ON BEHALF OF VDC MANAGER, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE MANAGER OF THE VILLAGES DEVELOPMENT COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR THE PURPOSES EXPRESSED HEREIN, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

NOTARY PUBLIC – STATE OF FLORIDA
PRINT NAME: _____
COMMISSION NO.: _____
COMMISSION EXPIRES: _____

SEAL

STATE OF FLORIDA
COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS ____ DAY OF _____, 20_____, BY SPENCER R. NOVAK, THE CHAIR OF VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 15, ON BEHALF OF THE DISTRICT, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

NOTARY PUBLIC – STATE OF FLORIDA
PRINT NAME: _____
COMMISSION NO.: _____
COMMISSION EXPIRES: _____

SEAL

CERTIFICATE OF SURVEYOR

I HEREBY CERTIFY THAT THIS PLAT OF VILLAGES OF SOUTHERN OAKS UNIT NO. 228, WAS PREPARED UNDER MY DIRECTION AND SUPERVISION; AND THAT THE PERMANENT REFERENCE MONUMENTS AS SHOWN THEREON WERE PLACED ON THE ____ DAY OF _____, 20_____. I FURTHER CERTIFY THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES.

CLYMER FARMER BARLEY SURVEYING, LLC
4450 N.E. 83RD ROAD
WILDWOOD, FLORIDA 34785
LICENSED BUSINESS NO. 8498

SEAL

KAYE M. JAMESON
REGISTRATION NO. 5912

DATE

CERTIFICATE OF CLERK

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT AND FIND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES AND WAS FILED FOR RECORD ON _____, 20____AT _____ FILE NUMBER _____
PLAT BOOK _____ PAGE _____.

CLERK OF THE COURT IN AND
FOR SUMTER COUNTY, FLORIDA

SEAL

PRINT NAME
DEPUTY CLERK

SIGNATURE
DEPUTY CLERK

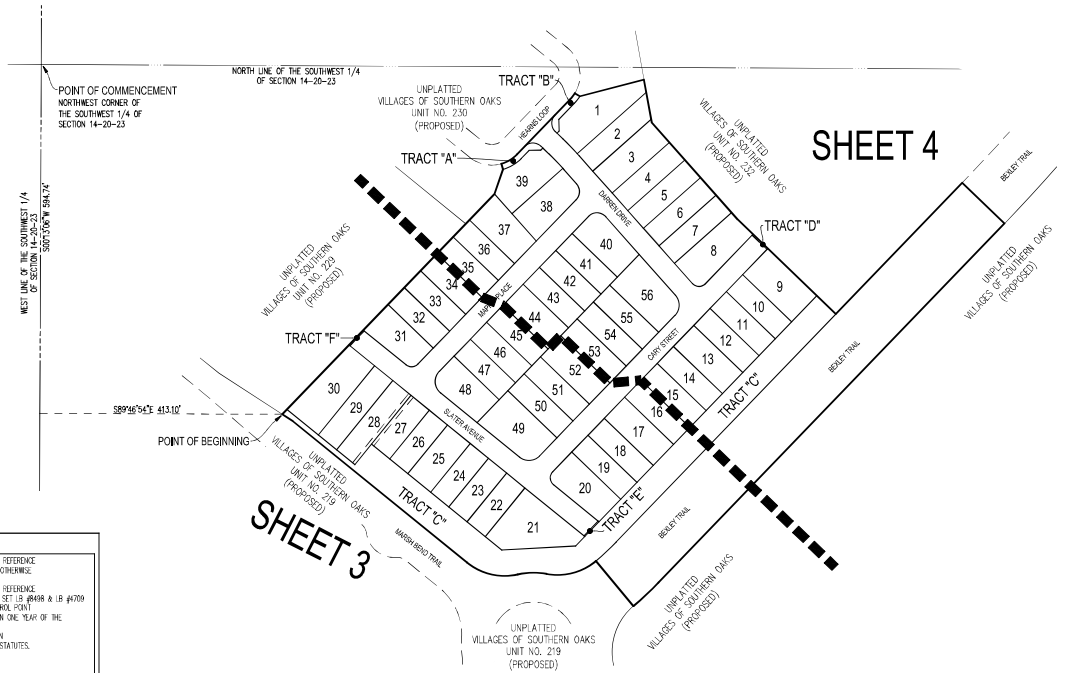
VILLAGES OF SOUTHERN OAKS UNIT NO. 228

SHEET 2 OF 4

PLAT BOOK _____
PAGE _____

SECTION 14, TOWNSHIP 20 SOUTH, RANGE 23 EAST,
CITY OF WILDWOOD, SUMTER COUNTER, FLORIDA.

KEY MAP



LEGEND

▣	INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND (LB #4709), UNLESS OTHERWISE NOTED.
⊡	INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET LB #8498 & LB #4709
✱	INDICATES P.K. NAIL AND DISK PERMANENT CONTROL POINT (P.C.P.) LB #8498 & LB #4709 TO BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED.
○	INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.091(9) FLORIDA STATUTES. (SEE NOTE #5.)
CB	INDICATES CURVE NUMBER IN CURVE TABLE
LB	INDICATES LINE NUMBER IN LINE TABLE
℄	INDICATES CENTERLINE
Δ	INDICATES DELTA (CENTRAL ANGLE OF CURVE)
CB	INDICATES CHORD BEARING
CH	INDICATES CHORD DISTANCE
L	INDICATES ARC LENGTH
LB	INDICATES LICENSED BUSINESS
NO.	INDICATES NUMBER
ORB	INDICATES OFFICIAL RECORDS BOOK
PC	INDICATES POINT OF CURVATURE
POC	INDICATES POINT ON CURVE
PCC	INDICATES POINT OF COMPOUND CURVATURE
PRC	INDICATES POINT OF REVERSE CURVATURE
PT	INDICATES POINT OF TANGENCY
R	INDICATES RADIUS LENGTH
(R)	INDICATES RADIAL LINE
DRA	INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCING PIPES
GFE	INDICATES GATE FACILITIES EASEMENT (RESERVED BY THE DEVELOPER AND ITS ASSIGNS)
SE	INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS. DEVELOPER CONTEMPLATES PUTTING H.V.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.

PB	INDICATES PLAT BOOK
PG	INDICATES PAGE
PGS	INDICATES PAGES
SQ FT	INDICATES SQUARE FEET
R/W	INDICATES RIGHT-OF-WAY

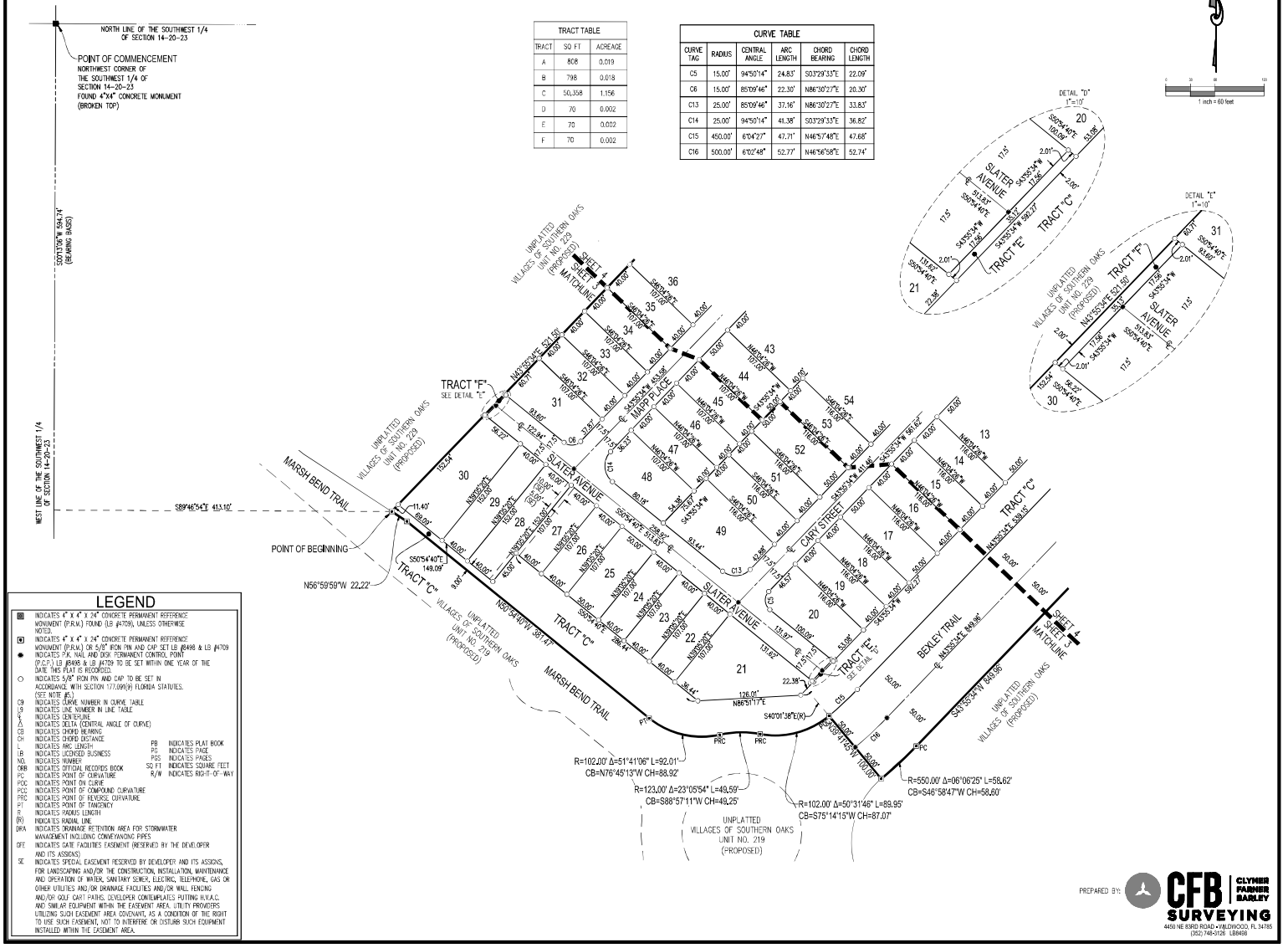
PREPARED BY: CFB CLYMER FARNER BARLEY SURVEYING
4450 NE 83RD ROAD - WILDWOOD, FL 34785
(352) 748-3126 LB8498

VILLAGES OF SOUTHERN OAKS
UNIT NO. 228

SECTION 14, TOWNSHIP 20 SOUTH, RANGE 23 EAST,
CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

SHEET 3 OF 4

PLAT BOOK _____
PAGE _____



TRACT TABLE		
TRACT	SQ FT	ACREAGE
A	808	0.019
B	798	0.018
C	50,398	1.156
D	70	0.002
E	70	0.002
F	70	0.002

CURVE TABLE					
CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C5	15.00'	94°50'14"	24.83'	S03°29'33"E	22.09'
C6	15.00'	85°09'46"	22.30'	N86°30'27"E	20.30'
C13	25.00'	85°09'46"	37.16'	N86°30'27"E	33.83'
C14	25.00'	94°50'14"	41.38'	S03°29'33"E	36.82'
C15	450.00'	6°04'27"	47.71'	N46°57'48"E	47.68'
C16	500.00'	6°02'48"	52.77'	N46°56'58"E	52.74'

LEGEND

■	INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND (LB #4709), UNLESS OTHERWISE NOTED.
▣	INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET LB #8498 & LB #4709
●	INDICATES P.K. NAIL AND DISK PERMANENT CONTROL POINT (P.C.P.) LB #8498 & LB #4709 TO BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED.
○	INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.091(9) FLORIDA STATUTES. (SEE NOTE #5.)
CD	INDICATES CURVE NUMBER IN CURVE TABLE
LD	INDICATES LINE NUMBER IN LINE TABLE
℄	INDICATES CENTERLINE
Δ	INDICATES DELTA (CENTRAL ANGLE OF CURVE)
CB	INDICATES CHORD BEARING
CH	INDICATES CHORD DISTANCE
L	INDICATES ARC LENGTH
LB	INDICATES LICENSED BUSINESS
NO.	INDICATES NUMBER
ORB	INDICATES OFFICIAL RECORDS BOOK
PC	INDICATES POINT OF CURVATURE
POC	INDICATES POINT ON CURVE
PCC	INDICATES POINT OF COMPOUND CURVATURE
PRC	INDICATES POINT OF REVERSE CURVATURE
PT	INDICATES POINT OF TANGENCY
R	INDICATES RADIUS LENGTH
(R)	INDICATES RADIAL LINE
DRA	INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCING PIPES
DFE	INDICATES DATE FACILITIES EASEMENT (RESERVED BY THE DEVELOPER AND ITS ASSIGNS)
SE	INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR MAIL FENCING AND/OR GOLF CART PATHS. DEVELOPER CONTEMPLATES PUTTING H.V.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.

PB	INDICATES PLAT BOOK
PG	INDICATES PAGE
PGS	INDICATES PAGES
SQ FT	INDICATES SQUARE FEET
R/W	INDICATES RIGHT-OF-WAY

PREPARED BY:
CFB CLYMER PARKER BARLEY SURVEYING
4450 NE 83RD ROAD • WILDWOOD, FL 34785
(352) 748-3126 LB#469

VILLAGES OF SOUTHERN OAKS UNIT NO. 228

SHEET 4 OF 4

PLAT BOOK _____
PAGE _____

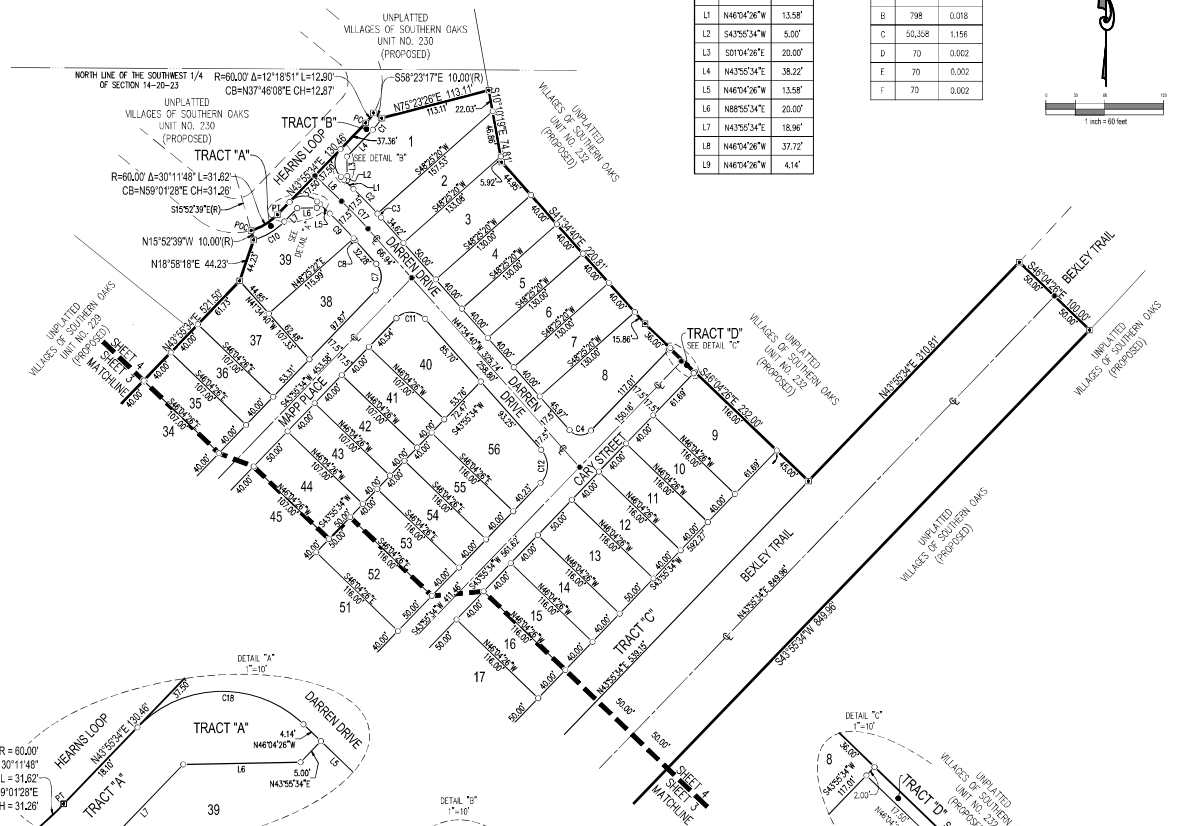
SECTION 14, TOWNSHIP 20 SOUTH, RANGE 23 EAST,
CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

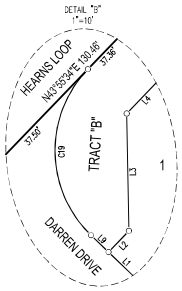
CURVE TABLE					
CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	70.00'	12°18'51"	15.04'	N37°46'08"E	15.02'
C2	517.50'	3°54'00"	35.23'	N44°07'26"W	35.22'
C3	517.50'	0°35'46"	5.38'	N41°52'33"W	5.38'
C4	15.00'	94°29'46"	24.74'	S88°49'33"E	22.03'
C7	20.00'	85°30'14"	29.85'	N01°10'27"E	27.15'
C8	482.50'	0°18'25"	2.59'	N41°43'52"W	2.59'
C9	482.50'	4°11'21"	35.28'	N43°58'46"W	35.27'
C10	70.00'	30°11'48"	36.89'	N59°01'28"E	36.47'
C11	20.00'	94°29'46"	32.99'	N88°49'33"W	29.37'
C12	25.00'	85°30'14"	37.31'	N01°10'27"E	33.94'
C17	500.00'	4°29'46"	39.24'	N43°49'33"W	39.23'
C18	20.00'	90°00'00"	31.42'	S88°55'34"W	28.28'
C19	20.00'	90°00'00"	31.42'	S01°04'26"E	28.28'

LINE TABLE		
LINE TAG	BEARING	DISTANCE
L1	N46°04'26"W	13.58'
L2	S43°55'34"W	5.00'
L3	S01°04'26"E	20.00'
L4	N43°55'34"E	38.22'
L5	N46°04'26"W	13.58'
L6	N88°55'34"E	20.00'
L7	N43°55'34"E	18.96'
L8	N46°04'26"W	37.72'
L9	N46°04'26"W	4.14'

TRACT TABLE		
TRACT	SQ FT	ACREAGE
A	808	0.019
B	798	0.018
C	50,358	1.156
D	70	0.002
E	70	0.002
F	70	0.002

1 inch = 60 feet





LEGEND

- ■ INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND (LB #4709), UNLESS OTHERWISE NOTED.
- ▣ INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET LB #8498 & LB #4709
- ● INDICATES P.K. NAIL AND DISK PERMANENT CONTROL POINT (P.C.P.) LB #8498 & LB #4709 TO BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED.
- ○ INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.091(9) FLORIDA STATUTES. (SEE NOTE #5.)
- C9 INDICATES CURVE NUMBER IN CURVE TABLE
- L9 INDICATES LINE NUMBER IN LINE TABLE
- ℄ INDICATES CENTERLINE
- Δ INDICATES DELTA (CENTRAL ANGLE OF CURVE)
- CB INDICATES CHORD BEARING
- CH INDICATES CHORD DISTANCE
- L INDICATES ARC LENGTH
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- SE INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR MAIL FENCING AND/OR GOLF CART PATHS. DEVELOPER CONTEMPLATES PUTTING H.V.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.
- PB INDICATES PLAT BOOK
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- PGS INDICATES PAGES
- SQ FT INDICATES SQUARE FEET
- R/W INDICATES RIGHT-OF-WAY

PREPARED BY:
CFB CLYMER PARKER BARLEY SURVEYING
4450 NE 83RD ROAD • WILDWOOD, FL 34785
(352) 748-3126 LB#498

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: **Extension for Site Plan Approval SP 2205-007 104 Switcher Street**

REQUESTED ACTION: Staff defers to the City Commission the decision to extend the Development Permit as requested by the applicant.

CONTRACT: Vendor/Entity:

Effective Date: Termination Date:

Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

The applicant is seeking an extension from the City Commission of an approved Site Plan, on parcel G07C019, for SP 2205-007 104 Switcher Street. The site will consist of a 900-square-foot retail building with associated parking.

Case number SP 2205-007 was considered by the Project Review Committee on Tuesday, November 8, 2022, and was approved. The applicant has requested a one-year extension. If approved, the extension will take effect on November 8, 2023, and expire on November 8, 2024.



DATED: 11/20/2023
Amanda Bondi
Planner II, Development Services

Springstead Engineering, Inc.
Consulting Engineers - Planners

727 South 14th Street
Leesburg, Florida 34748

Lake (352) 787-1414
Sumter (352) 793-3639
Fax (352) 787-7221

November 8, 2023

Mrs. Melanie Strickland
City of Wildwood
100 N. Main Street
Wildwood, Florida 34785

RE: Request for Permit Extension for 104 Switcher Street
James Stipes
Parcel G07C019
Permit # SP 2205-007
SEI File No. 2010002.000

Dear Mrs. Strickland:

Our client, James Stipes, currently holds a City of Wildwood Site Plan Approval for the 104 Switcher Street project as referenced above. It is our client's understanding that this approval is set to expire after November 8, 2023.

The building permit was issued by Sumter County yesterday, November 7, 2023 and the site contractor is currently mobilizing equipment in preparation for construction to commence on, or about November 13th. Our client respectfully requests an extension as per the attached construction schedule.

Please review and if agreeable, advise as to the City's acceptance of the attached schedule and/or direct otherwise. I am available to discuss this matter with you in greater detail if needed to address any questions or concerns with the request.

Sincerely,
SPRINGSTEAD ENGINEERING, INC.

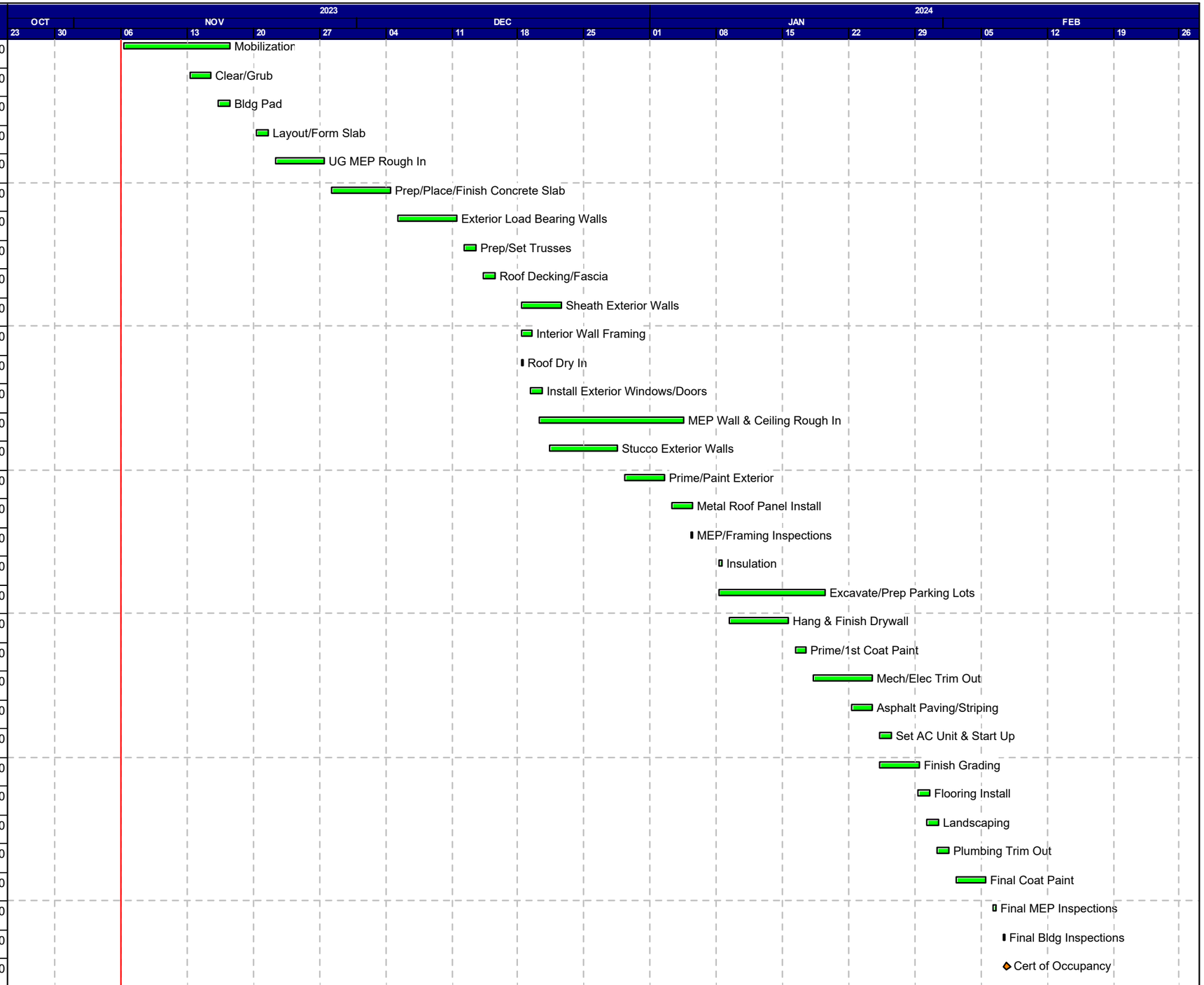
Jason Hurley,
Project Engineer

David W. Springstead, P.E.
President

DWS/JH/jal

Attachments: Construction Schedule

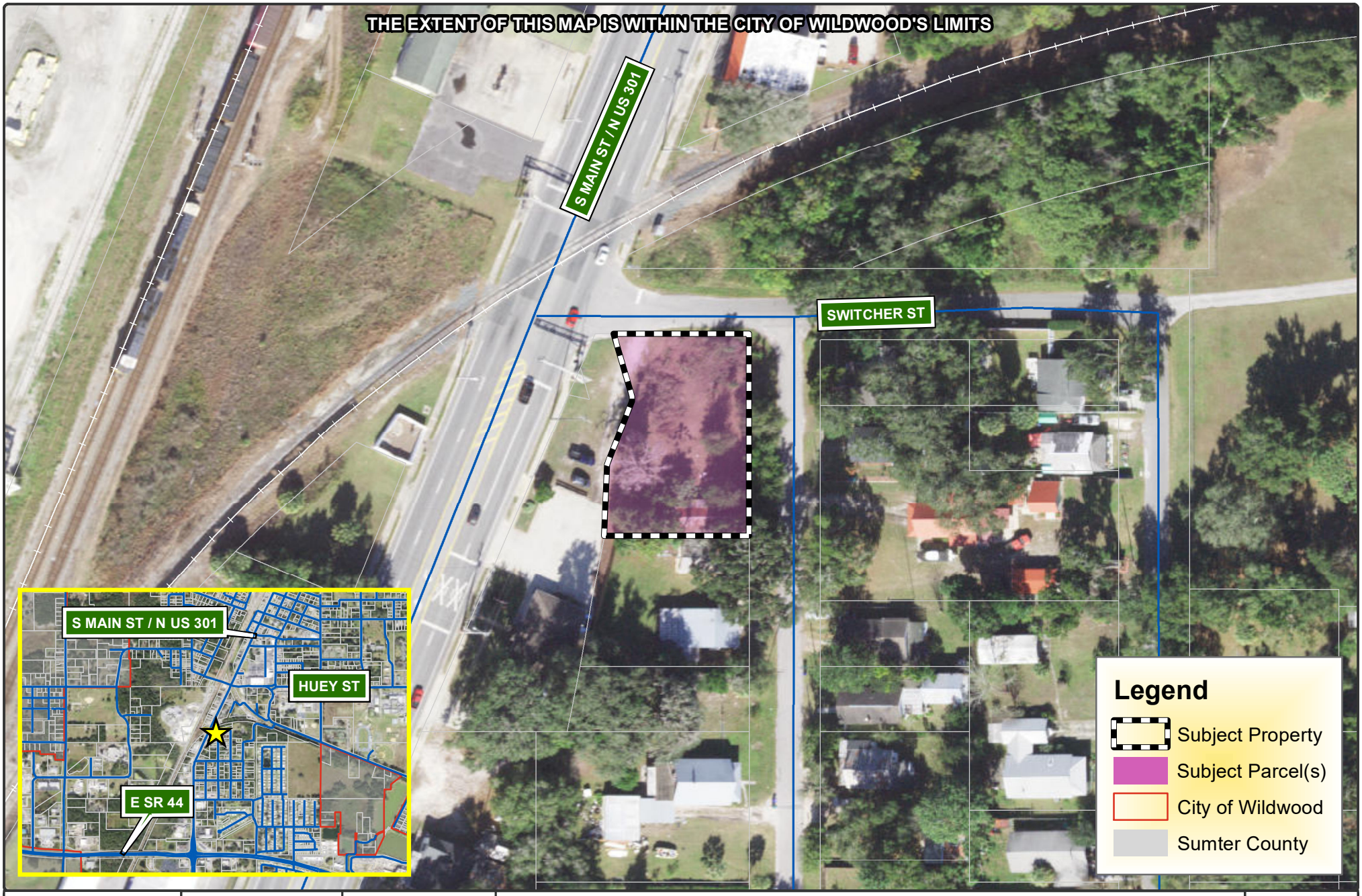
Act ID	Description	Early Start	Early Finish	Orig Dur	Rem Dur	%
1000	Mobilization	06NOV23	17NOV23	10d	10d	0
1010	Clear/Grub	13NOV23 *	15NOV23	3d	3d	0
1020	Bldg Pad	16NOV23	17NOV23	2d	2d	0
1030	Layout/Form Slab	20NOV23	21NOV23	2d	2d	0
1040	UG MEP Rough In	22NOV23	27NOV23	4d	4d	0
1050	Prep/Place/Finish Concrete Slab	28NOV23	04DEC23	5d	5d	0
1060	Exterior Load Bearing Walls	05DEC23	11DEC23	5d	5d	0
1070	Prep/Set Trusses	12DEC23	13DEC23	2d	2d	0
1080	Roof Decking/Fascia	14DEC23	15DEC23	2d	2d	0
1090	Sheath Exterior Walls	18DEC23	22DEC23	5d	5d	0
1100	Interior Wall Framing	18DEC23	19DEC23	2d	2d	0
1110	Roof Dry In	18DEC23	18DEC23	1d	1d	0
1140	Install Exterior Windows/Doors	19DEC23	20DEC23	2d	2d	0
1120	MEP Wall & Ceiling Rough In	20DEC23	04JAN24	10d	10d	0
1150	Stucco Exterior Walls	21DEC23	28DEC23	5d	5d	0
1160	Prime/Paint Exterior	29DEC23	02JAN24	2d	2d	0
1320	Metal Roof Panel Install	03JAN24	05JAN24	3d	3d	0
1130	MEP/Framing Inspections	05JAN24	05JAN24	1d	1d	0
1170	Insulation	08JAN24	08JAN24	1d	1d	0
1250	Excavate/Prep Parking Lots	08JAN24	19JAN24	10d	10d	0
1180	Hang & Finish Drywall	09JAN24	15JAN24	5d	5d	0
1190	Prime/1st Coat Paint	16JAN24	17JAN24	2d	2d	0
1200	Mech/Elec Trim Out	18JAN24	24JAN24	5d	5d	0
1260	Asphalt Paving/Striping	22JAN24	24JAN24	3d	3d	0
1210	Set AC Unit & Start Up	25JAN24	26JAN24	2d	2d	0
1270	Finish Grading	25JAN24	29JAN24	3d	3d	0
1220	Flooring Install	29JAN24	30JAN24	2d	2d	0
1280	Landscaping	30JAN24	31JAN24	2d	2d	0
1230	Plumbing Trim Out	31JAN24	01FEB24	2d	2d	0
1240	Final Coat Paint	02FEB24	05FEB24	2d	2d	0
1290	Final MEP Inspections	06FEB24	06FEB24	1d	1d	0
1300	Final Bldg Inspections	07FEB24	07FEB24	1d	1d	0
1310	Cert of Occupancy		07FEB24	0	0	0



Start date	01NOV23
Finish date	07FEB24
Data date	05NOV23
Run date	19SEP23
Page number	1A
© Primavera Systems, Inc.	

Stipes Gutters
GSB Construction & Development, Inc.

Early bar
Progress bar
Critical bar
Summary bar
Start milestone point
Finish milestone point



WILDWOOD FLORIDA EST. 1877

CITY OF WILDWOOD
100 North Main Street
Wildwood, FL 34785
Phone: (352) 330-1330
www.wildwood-fl.gov

Feet 0 40 80

SP 2205-007

104 SWITCHER STREET (MINOR)

PARCEL G07C019

MAP 1B
LOCATION MAP
MAY 2022

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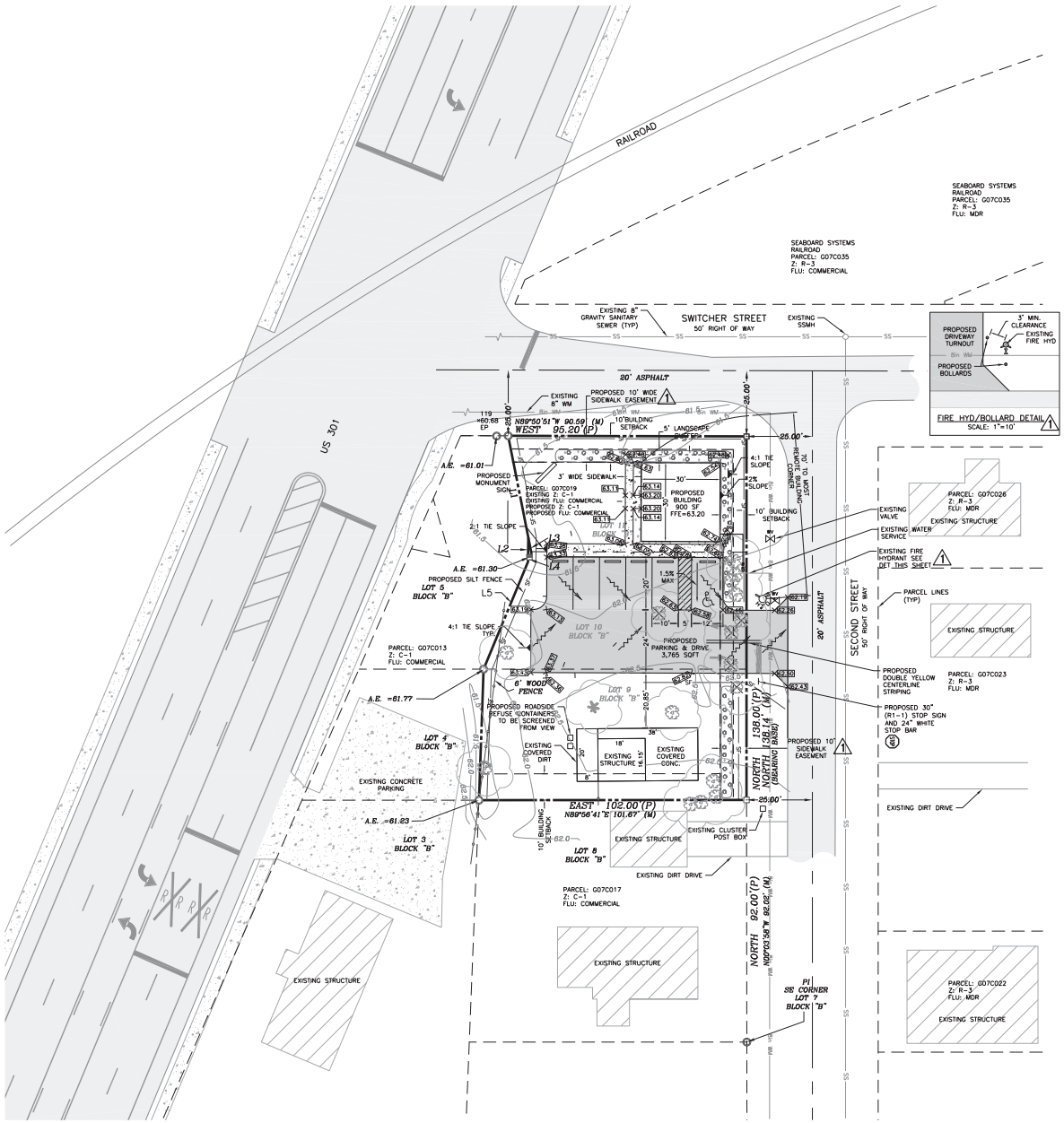


LINE TABLE		
LINE	LENGTH	BEARING
L1(P)	46.00	S16°56'16"E
L1(M)	39.47	S11°12'27"E
L2	9.16	S00°52'42"W
L3	6.08	S11°12'27"E
L4	3.46	S22°26'25"W
L5(P)	47.62	S22°28'18"W
L5(M)	44.15	S22°26'25"W
L6(P)	50.04	S02°17'26"W
L6(M)	49.83	S02°01'16"W

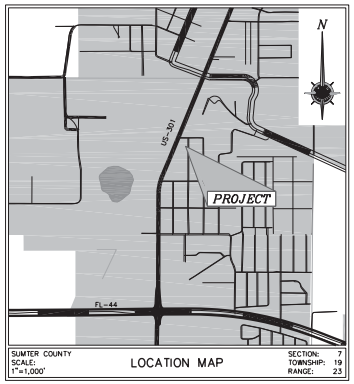
LEGEND

PROPERTY LINE
84.00 EXISTING CONTOURS
EXISTING ASPHALT
PROPOSED ASPHALT
CONCRETE
EXISTING FENCE
SF SILT FENCE
FIRE HYDRANT
WV WATER VALVE
OAK
PALM
CREPE MYRTLE CLUSTER
TREE REMOVAL

SITE ADDRESS:
104 SWITCHER ST
WILDWOOD, FL 34785

ENGINEER:
DAVID W. SPRINGSTEAD, P.E.
SPRINGSTEAD ENGINEERING, INC.
727 S. 14th STREET
LEESBURG, FLORIDA 34748
PHONE: (352) 787-1414
FAX: (352) 787-7221
CONTACT: JASON HURLEY
PROJECT ENGINEER

OWNER
JAMES STIPES
10201 SE 69TH AVENUE
BELLEVIEW, FL 34420
PHONE: (352) 207-3726



LEGAL DESCRIPTION

LOTS 9, 10, AND 11, BLOCK "B", OAK GROVE ADDITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "1", PAGE(S) 121, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, AND BEGIN N.22°28'00"E., 45.52 FEET ALONG THE EAST LINE OF LOT 5, BLOCK "B" OAK GROVE ADDITION, FROM THE SOUTHEAST CORNER FOR POINT OF BEGINNING, THENCE N.22°28'00"E., 2.09 FEET, N.16°56'00"W., 1.68 FEET, S.05°0'00"W., 3.55 FEET TO THE POINT OF BEGINNING.

ON-SITE AREA CALCULATIONS:

TOTAL PROPERTY	12,855 SF	0.29 AC	100.00%
PRE-DEV IMPERVIOUS	920 SF	0.02 AC	7.16%
BUILDINGS	920 SF		
CONCRETE PARKING & DRIVES	0 SF		
PRE-DEV OPEN SPACE	11,935 SF	0.27 AC	92.84%
EXISTING ISR = 7.16%			
EXISTING FAR = 7.16%			
POST-DEV IMPERVIOUS	6,095 SF	0.14 AC	47.41%
BUILDINGS	1,820 SF		
CONCRETE PARKING & DRIVES	3,331 SF		
SIDEWALK	944 SF		
POST-DEV OPEN SPACE	7,583 SF	0.17 AC	58.99%
PROPOSED ISR =			47.41%
PROPOSED FAR =			14.16%

PARKING SPACES CALCULATIONS:

USE (RETAIL): 900 TOTAL SQFT REQUIRED: 4 SPACES PER 1,000 SQFT
900/1000 = 0.934 = 3.6
USE (STORAGE): 920 TOTAL SQFT REQUIRED: 1 SPACES PER 2,000 SQFT
920/2000 = 0.9X3 = .46

TOTAL PARKING SPACES REQ'D = 4
TOTAL PARKING SPACES PROVIDED = 6
TOTAL HANDICAP PARKING SPACES PROVIDED = 1

NOTES:

1) PARCEL: G07C019
EXISTING Z: C-1
PROPOSED Z: C-1
EXISTING FLU: COMMERCIAL
PROPOSED FLU: COMMERCIAL

2) SITE LIES WITHIN FLOOD ZONE "X" AS PER FIRM #12119 C-0131 D SEPTEMBER 27, 2013

3) SURVEY AND ELEVATION DATA PROVIDED BY: BOHANON & ASSOCIATES LAND SURVEYING, LLC

4) PROJECT INVOLVES REDEVELOPING THE EXISTING SITE SINGLE STORY BUILDING FOR USE AS A OFFICE/RETAIL. THE PROPOSED PARKING & DRIVE WILL SERVE THE NEEDS OF THE NEW USE

5) NO HAZARDOUS WASTE WILL BE STORED ON-SITE.

6) ANTICIPATED NO. OF EMPLOYEES = (2).

7) TRAFFIC IMPACTS: THE PROPOSED 900 SF OFFICE/RETAIL USE IS ESTIMATED TO GENERATE (4) PEAK HOUR TRIPS.

8) EXISTING WATER & SEWER SERVICES TO REMAIN.

9) CONTRACTOR SHALL SCHEDULE A PRE CONSTRUCTION MEETING WITH THE CITY'S UTILITY DEPT. (2) WEEKS PRIOR TO CONSTRUCTION COMMENCEMENT FOR UTILITY COORDINATION.

10) SITE LANDSCAPING SHALL BE IRRIGATED PER CITY OF WILDWOOD STANDARDS. CONTRACTOR SHALL SUBMIT TO THE CITY AN IRRIGATION PLAN PRIOR TO CONSTRUCTION.

11) THE PROPERTY OWNER WILL OWN, OPERATE, AND MAINTAIN ALL OF THE FOLLOWING ONSITE FACILITIES: PARKING & DRIVE, WATER SERVICE BEYOND THE METER, SANITARY SEWER SERVICE, STORMWATER SYSTEM, AND LIGHTING & ELECTRICAL BEYOND THE METER.

12) ALL AREAS DISTURBED BY CONSTRUCTION SHALL BE SODDED W/ ARGENTINE BAHIA SOD.

13) ALL UTILITIES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF WILDWOOD STANDARDS AND SPECIFICATIONS.

3 (14) CITY SITE PLAN APPROVAL DOES NOT CONSTITUTE SIGN APPROVAL. A SIGN APPLICATION AND SEPARATE REVIEW IS REQUIRED FOR THE PROPOSED SIGNAGE.

1 FIRE FLOW DEMAND PER NFPA TABLE 18.4.5.2.1:
1,500 GPM FOR 2HRS IS REQ'D FOR UP TO 3,600 SF BUILDING CONSTRUCTED OF TYPE-V ELEMENTS

1 PERMIT REQUIREMENTS:

AGENCY	PERMIT	STATUS
CITY OF WILDWOOD	SITE PLAN	PENDING
SWFWMD	ERP NOT REQUIRED AS PER FAC 62-330.020	

INDEX

DESCRIPTION	SHEET
SITE PLAN	1
UTILITY PLAN	2
LANDSCAPE PLAN	3
SITE DETAILS	4
2 SEWER DETAILS	5
BOUNDARY AND TOPOGRAPHIC SURVEY	1 OF 1

REV. BY:	DESCRIPTION	DATE:	DRAWN
JRH	3 REV AS PER CITY PRC	7/19/2022	SNX
JRH	2 REV AS PER CITY UTILITIES DEPT.	8/7/2020	MDN
JRH	1 REV AS PER CITY PRC	7/24/2020	MDN

CLIENT: JAMES STIPES
PROJECT: 104 SWITCHER ST
DRAWING: SITE PLAN
1 of 5



David Springstead
Jul 29 2022 4:32 PM

DAVID W. SPRINGSTEAD, P.E.
FLORIDA REGISTRATION No. 48229

Springstead Engineering, inc.
Consulting Engineers
Planners
CA-0001723
LB-0001723
727 South 14th Street
Leesburg, Fl. 34748
(352) 787-1414

SCALE:	FILE:	DATE:
1"=20'	SITE PLAN	05/20
DESIGN: JRH	DRAWN: MDN	CHECKED: JRH

DRAWING: SITE PLAN
CLIENT: JAMES STIPES
JOB NO.: 2010002.000
SHEET: 1
OF: 5

This item has been digitally signed and sealed by David W. Springstead, P.E. on date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

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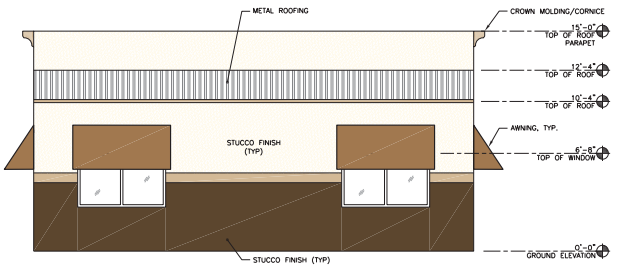
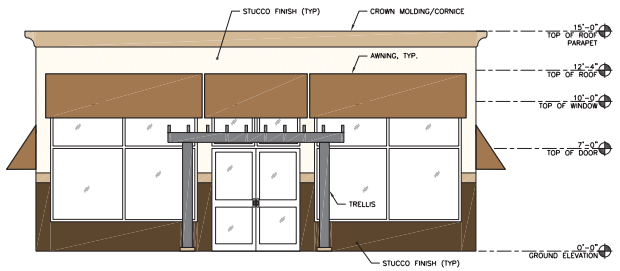
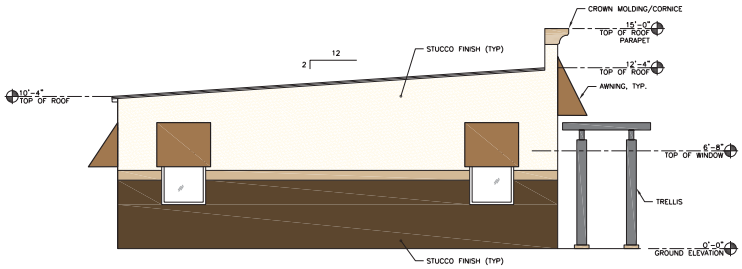


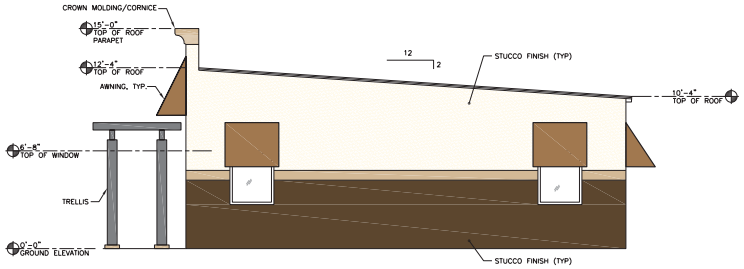
REAR ELEVATION
SCALE: 1/4"=1'-0"



FRONT ELEVATION
SCALE: 1/4"=1'-0"



LEFT ELEVATION
SCALE: 1/4"=1'-0"



RIGHT ELEVATION
SCALE: 1/4"=1'-0"

REV.	BY:	DESCRIPTION	DATE:	DRAWN

CLIENT: JAMES STIPES
PROJECT: 104 SWITCHER STREET
DRAWING: ELEVATIONS
A-201

DAVID W. SPRINGSTEAD, P.E.
FLORIDA REGISTRATION No. 48229

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Springstead Engineering, inc.
Consulting Engineers
Planners
CA-0001723
LB-0001723
727 South 14th Street
Leesburg, Fl. 34748
(352) 787-1414

SCALE:	FILE:	DATE:
AS NOTED	SWITCHER BUILDING PLANS	10/22
DESIGN:	**DRAWN:**	**CHECKED:**
JRH	SKK	JRH

DRAWING: ELEVATIONS
CLIENT: JAMES STIPES 104 SWITCHER STREET
JOB NO.: 2010002.001
SHEET: A-201

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: **Villages of Southern Oaks Right-of-Way Deed Units No. 206, 213, 218, 219, and 220**

REQUESTED ACTION: Staff recommends acceptance of deeds pursuant to the established roadway transfer procedure.

CONTRACT: Vendor/Entity:

Effective Date: Termination Date:

Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

The city has been granted the following right-of-way for ownership. The Villages Community Development District No.15 will maintain the right-of-way until the two-year maintenance period has expired and the City Engineer has certified completion of construction. Upon completion of the two-year maintenance period, maintenance responsibilities will be granted to the city for all of the road right-of-way within the following subdivisions:

- Villages of Southern Oaks Unit No. 206
- Villages of Southern Oaks Unit No. 213
- Villages of Southern Oaks Unit No. 218
- Villages of Southern Oaks Unit No. 219
- Villages of Southern Oaks Unit No. 220

DATED: 11/20/2023



Wendy Then, AICP, CFM
Assistant Director Development Services

Office of General Counsel
Erick D. Langenbrunner, Esq.
(352) 753-6612

November 17, 2023

VIA FEDEX OVERNIGHT DELIVERY

City of Wildwood
Attn: Ms. Melanie Strickland, AICP, CPM
Development Services Director
100 N. Main Street
Wildwood, Florida 34785

RE: Right-of-Way Deed for Villages of Southern Oaks Units No. 206, 213, 218, 219, and 220

Dear Ms. Strickland:

Enclosed please find the **original executed** Right-of-Way Deed ("Deed") from Village Community Development District No. 15 ("District") to City of Wildwood ("COW") for acceptance by COW and recording for the following:

All roadways, except Landstone Boulevard and Bexley Trail, located within **Villages of Southern Oaks Unit No. 206**, per the Plat recorded in Plat Book 20, Pages 54, 54A through 54P, inclusive, Public Records of Sumter County, Florida.

All roadways located within **Villages of Southern Oaks Unit No. 213**, per the Plat recorded in Plat Book 20, Pages 55, 55A through 55C, inclusive, Public Records of Sumter County, Florida.

All roadways, except Bexley Trail, located within **Villages of Southern Oaks Unit No. 218**, per the Plat recorded in Plat Book 20, Pages 57, 57A through 57C, inclusive, Public Records of Sumter County, Florida.

All roadways, except Bexley Trail, located within **Villages of Southern Oaks Unit No. 219**, per the Plat recorded in Plat Book 20, Pages 56, 56A through 56F, inclusive, Public Records of Sumter County, Florida.

All roadways located within **Villages of Southern Oaks Unit No. 220**, per the Plat recorded in Plat Book 20, Pages 58 and 58A, inclusive, Public Records of

Sumter County, Florida.

For convenience, enclosed is a copy of the recorded Quitclaim Deed from The Villages Development Company, LLC conveying the roadways to the District. Also enclosed is our check for the recording charges. Once recorded, please forward us a copy when available. If you have any questions, please give us a call.

Sincerely,

Zoey Devine, Paralegal to
Erick D. Langenbrunner, Esq.

Enclosures

cc: Ashley Hunt, Esq. (w/enclosures)
(via email: Ashley@huntlawpa.com)

Anarquis Frias
(via email: afrias@wildwood-fl.gov)

Silas Daniel
(via email: sdaniel@wildwood-fl.gov)

Wendy Then, AICP, CFM
(via email: wthen@wildwood-fl.gov)

Jessica Barnes, City Clerk
(via email: jbarnes@wildwood-fl.gov)

This instrument prepared by:
Erick D. Langenbrunner, Esq.
3619 Kiessel Road
The Villages, Florida 32163

RETURN TO:
City of Wildwood
100 N. Main Street
Wildwood, Florida 34785

RIGHT-OF-WAY DEED

THIS INDENTURE, made effective this 9th day of November, 2023, by **VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 15**, a local unit of special purpose government created pursuant to Chapter 190, Florida Statutes, as amended, whose post office address is 984 Old Mill Run, The Villages, Florida 32162 ("Grantor"), to **CITY OF WILDWOOD**, a Florida municipal corporation, whose post office address is 100 N. Main Street, Wildwood, Florida 34785 ("Grantee").

(Wherever the context so admits or requires, the terms "Grantor" and "Grantee" are used for singular and plural, and respectively refer to the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH, that Grantor, for and in consideration of the sum of Ten and No/100 Dollars ($10.00), and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt of which is hereby acknowledged, has granted, bargained and sold to the Grantee, its successors or assigns forever, the following described land, situate, lying and being in Sumter County, Florida, to wit:

All roadways, except Landstone Boulevard and Bexley Trail, located within **Villages of Southern Oaks Unit No. 206**, per the Plat recorded in Plat Book 20, Pages 54, 54A through 54P, inclusive, Public Records of Sumter County, Florida.

All roadways located within **Villages of Southern Oaks Unit No. 213**, per the Plat recorded in Plat Book 20, Pages 55, 55A through 55C, inclusive, Public Records of Sumter County, Florida.

All roadways, except Bexley Trail, located within **Villages of Southern Oaks Unit No. 218**, per the Plat recorded in Plat Book 20, Pages 57, 57A through 57C, inclusive, Public Records of Sumter County, Florida.

All roadways, except Bexley Trail, located within **Villages of Southern Oaks Unit No. 219**, per the Plat recorded in Plat Book 20, Pages 56, 56A through 56F, inclusive, Public Records of Sumter County, Florida.

All roadways located within **Villages of Southern Oaks Unit No. 220**, per the Plat recorded in Plat Book 20, Pages 58 and 58A, inclusive, Public Records of Sumter County, Florida.

Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whosoever, **reserving unto Grantor**, its successors and assigns, perpetual easements under and upon the unpaved areas of such roadways, including and not limited to islands and cul-de-sacs located within the roadways, if any.

GRANTEE, BY ACCEPTANCE OF THIS RIGHT-OF-WAY DEED, AGREES TO PERPETUALLY MAINTAIN THESE ROADWAYS BEGINNING ON THE DATE THAT IS TWO (2) YEARS AFTER THE DATE THAT THE CITY OF WILDWOOD ENGINEER HAS CERTIFIED THAT CONSTRUCTION OF SUCH ROADWAYS HAS BEEN COMPLETED.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first above written.

ATTEST:

Kenneth C. Blocker, District Manager

VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 15

Spencer R. Novak, Chair, Board of Supervisors

STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this 6th day of November, 2023, by Spencer R. Novak, as Chair, Board of Supervisors, of and on behalf of Village Community Development District No. 15, for the purposes expressed herein, who is personally known to me.

Notary Public – State of Florida
Print Name:_____
Commission Number:_____
Commission Expires:_____

CANDICE HARRIS
Notary Public - State of Florida
Commission # HH 254557
My Comm. Expires Apr 18, 2026
Bonded through National Notary Assn.

Copy 2.00
Rec. 18.50
Doc. 0.70
21.20

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202360037406 Date: 10/03/2023 Time: 12:01PM
Page 1 of 2 B: 4537 P: 715 By: BO
Doc Stamp-Deed: 0.70

PREPARED BY/RETURN TO:
Erick D. Langenbrunner, Esq.
3619 Kiessel Road
The Villages, Florida 32163

QUITCLAIM DEED

THIS QUITCLAIM DEED, executed this 2nd day of October, 2023, by **THE VILLAGES DEVELOPMENT COMPANY, LLC**, a Florida limited liability company, whose post office address is 3619 Kiessel Road, The Villages, Florida 32163 ("Grantor"), to **VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 15**, a local unit of special purpose government created pursuant to Chapter 190, Florida Statutes, as amended, whose post office address is 984 Old Mill Run, The Villages, Florida 32162 ("Grantee"):

(Wherever used herein, the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, that Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00), in hand paid by Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto Grantee forever, all the right, title, interest, claim and demand which Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Sumter, State of Florida, to-wit:

All roadways, except Landstone Boulevard and Bexley Trail, and Tracts A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, V, and X of **Villages of Southern Oaks Unit No. 206**, per the Plat recorded in Plat Book 20, Pages 54, 54A through 54P, inclusive, Public Records of Sumter County, Florida.

All roadways and Tracts A, B, C, D, E, and F of **Villages of Southern Oaks Unit No. 213**, per the Plat recorded in Plat Book 20, Pages 55, 55A through 55C, inclusive, Public Records of Sumter County, Florida.

All roadways, except Bexley Trail, and Tracts A, B, C, D, E, and F of **Villages of Southern Oaks Unit No. 218**, per the Plat recorded in Plat Book 20, Pages 57, 57A through 57C, inclusive, Public Records of Sumter County, Florida.

All roadways, except Bexley Trail, and Tracts B, C, D, and E of **Villages of Southern Oaks Unit No. 219**, per the Plat recorded in Plat Book 20, Pages 56, 56A through 56F, inclusive, Public Records of Sumter County, Florida.

All roadways and Tracts A, B, C, D, and E of **Villages of Southern Oaks Unit No. 220**, per the Plat recorded in Plat Book 20, Pages 58 and 58A, inclusive, Public Records of Sumter County, Florida.

Reserving therefrom unto Grantor and its assigns, and each of their successors, tenants and invitees, all easements, rights, and other privileges reserved by Grantor on the Plats referenced above (the "Plats"), and **subject to** all restrictions imposed against such lands on the Plats.

This Quitclaim Deed is given for the purpose of conforming the real property records of Sumter County to the Plat Book records.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien equity and claim whatsoever of Grantor, either in law or in equity, to the only proper use, benefit and behoof of Grantee forever.

IN WITNESS WHEREOF, Grantor has signed and sealed these presents the day and year first above written.

WITNESSES:

Print Name: Zoey Devine

Print Name: Rosemary Karpovich

THE VILLAGES DEVELOPMENT COMPANY, LLC, a Florida limited liability company

BY: VDC Manager, LLC,
a Florida limited liability company,
its Manager

By: _____
Martin L. Dzuro, Manager

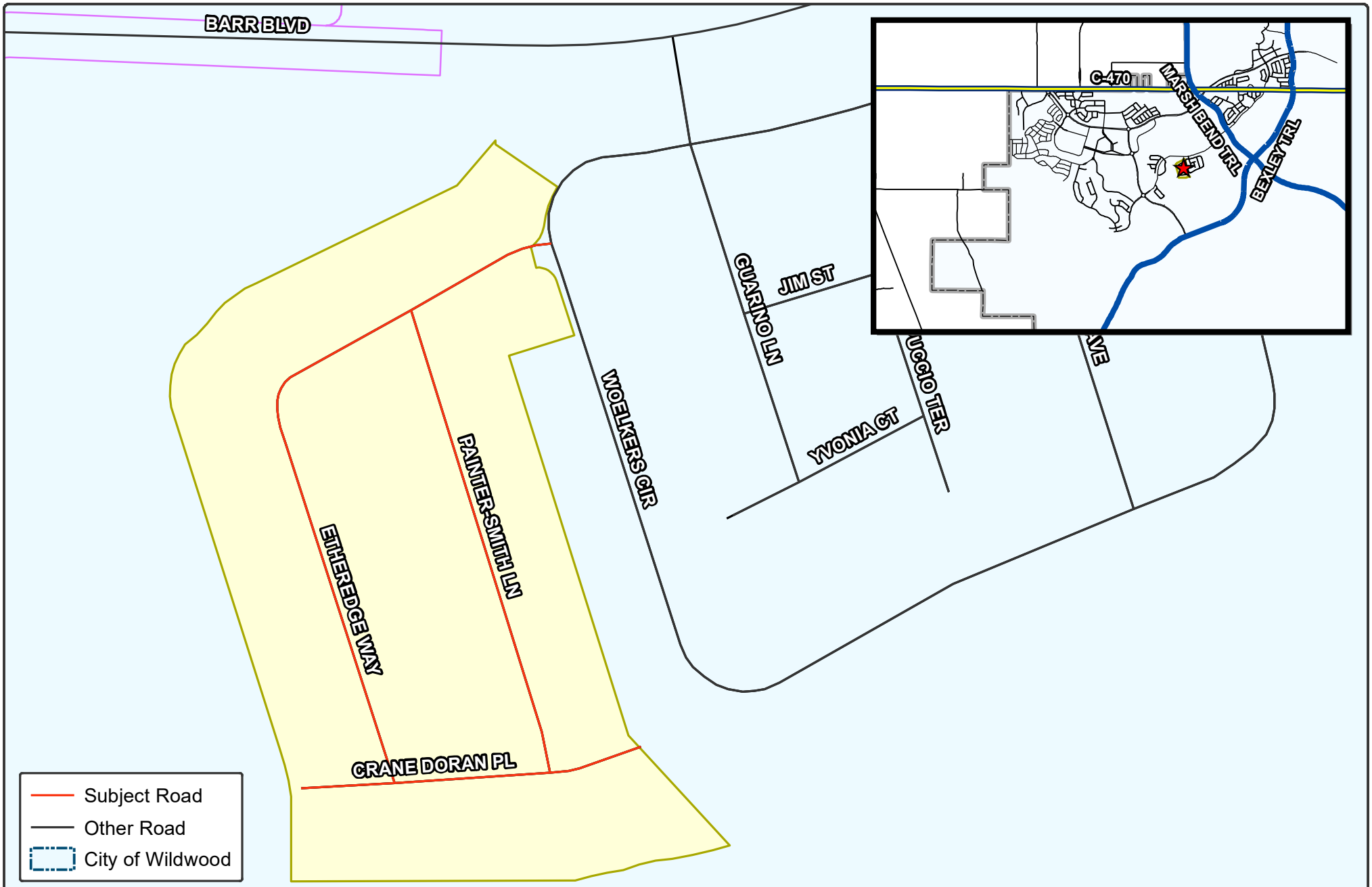
STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 2nd day of October, 2023, by Martin L. Dzuro, as Manager of, and on behalf of VDC Manager, LLC, a Florida limited liability company, the Manager of The Villages Development Company, LLC, a Florida limited liability company, who is personally known to me.

Notary Public – State of Florida
Print Name: Zoey Devine
My Commission Expires: _____
My Commission Number: _____

NOTARY PUBLIC STATE OF FLORIDA

ZOEY DEVINE
Commission # HH 390980
Expires June 25, 2027



CITY OF WILDWOOD
100 North Main Street
Wildwood, FL 34785
Phone: (352) 330-1330
www.wildwood-fl.gov

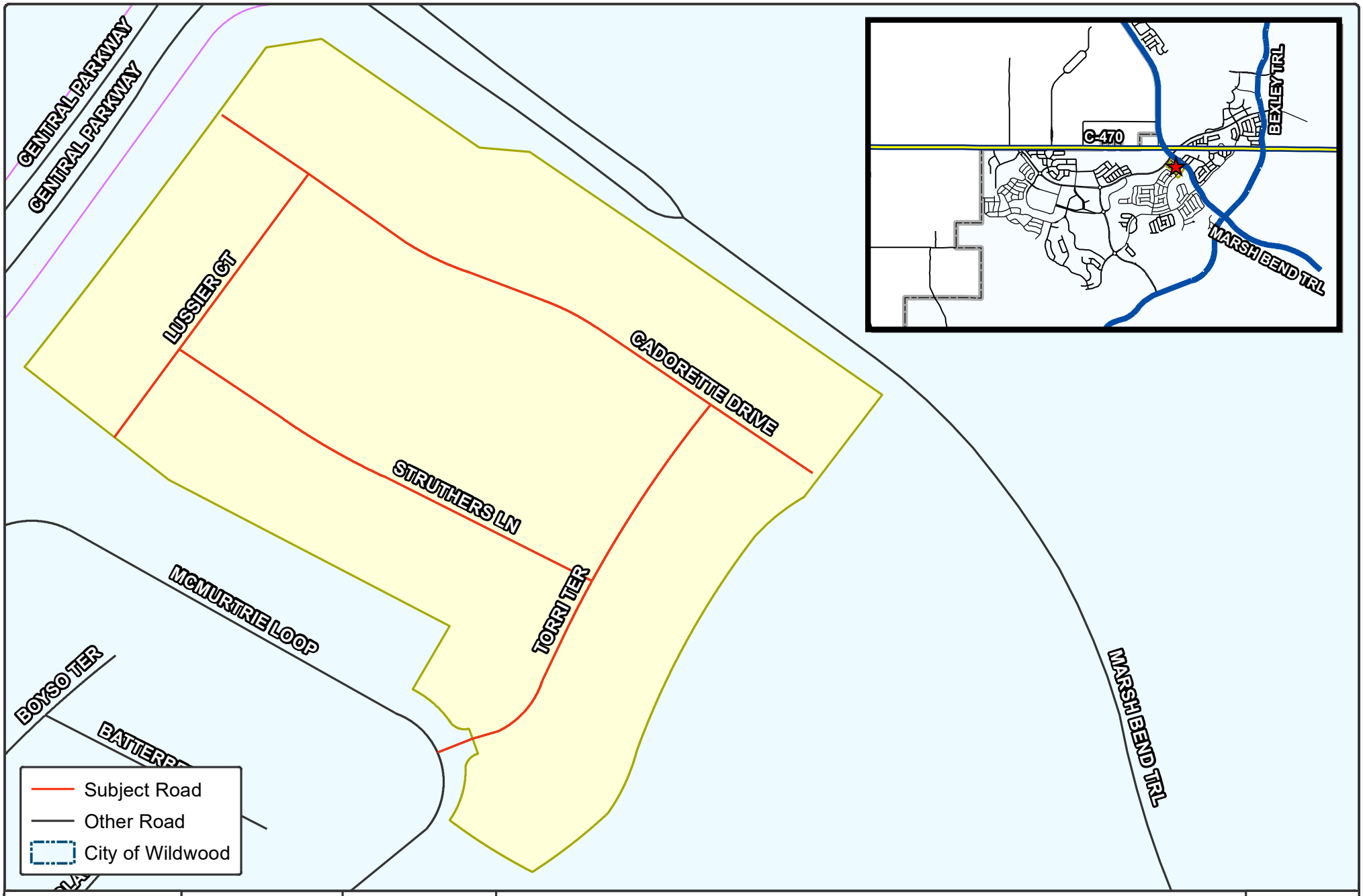
Feet
0 80 160

RIGHT OF WAY DEED

VOSO UNIT 206

PLAT 2307-006

MAP 1AV
LOCATION MAP
NOVEMBER 2023



CITY OF WILDWOOD
100 North Main Street
Wildwood, FL 34785
Phone: (352) 330-1330
www.wildwood-fl.gov

RIGHT OF WAY DEED

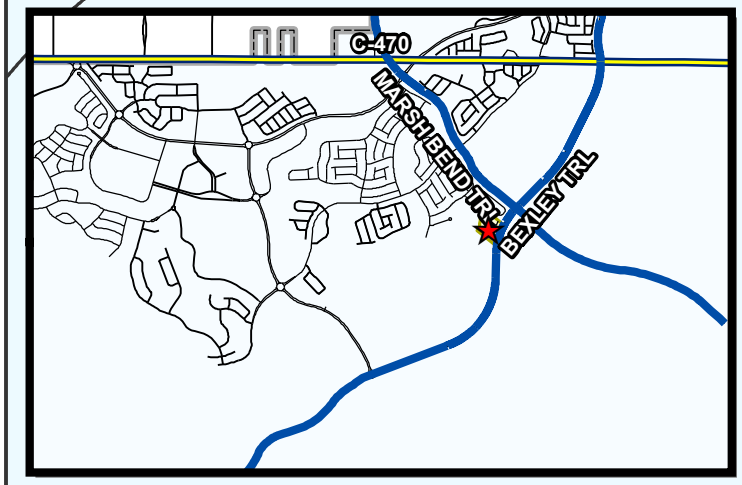
VOSO UNIT 213

PLAT 2308-001

MAP 1AV

LOCATION MAP

NOVEMBER 2023



COWART CIRCLE

MARSHBEND TRL

BEXLEY TRL

SYDNEY CT

TOBY TER

COMPERS PL

MESSER AVE

BEXLEY TRL

Subject Road
Other Road
City of Wildwood

EST. 1877

CITY OF WILDWOOD
100 North Main Street
Wildwood, FL 34785
Phone: (352) 330-1330
www.wildwood-fl.gov

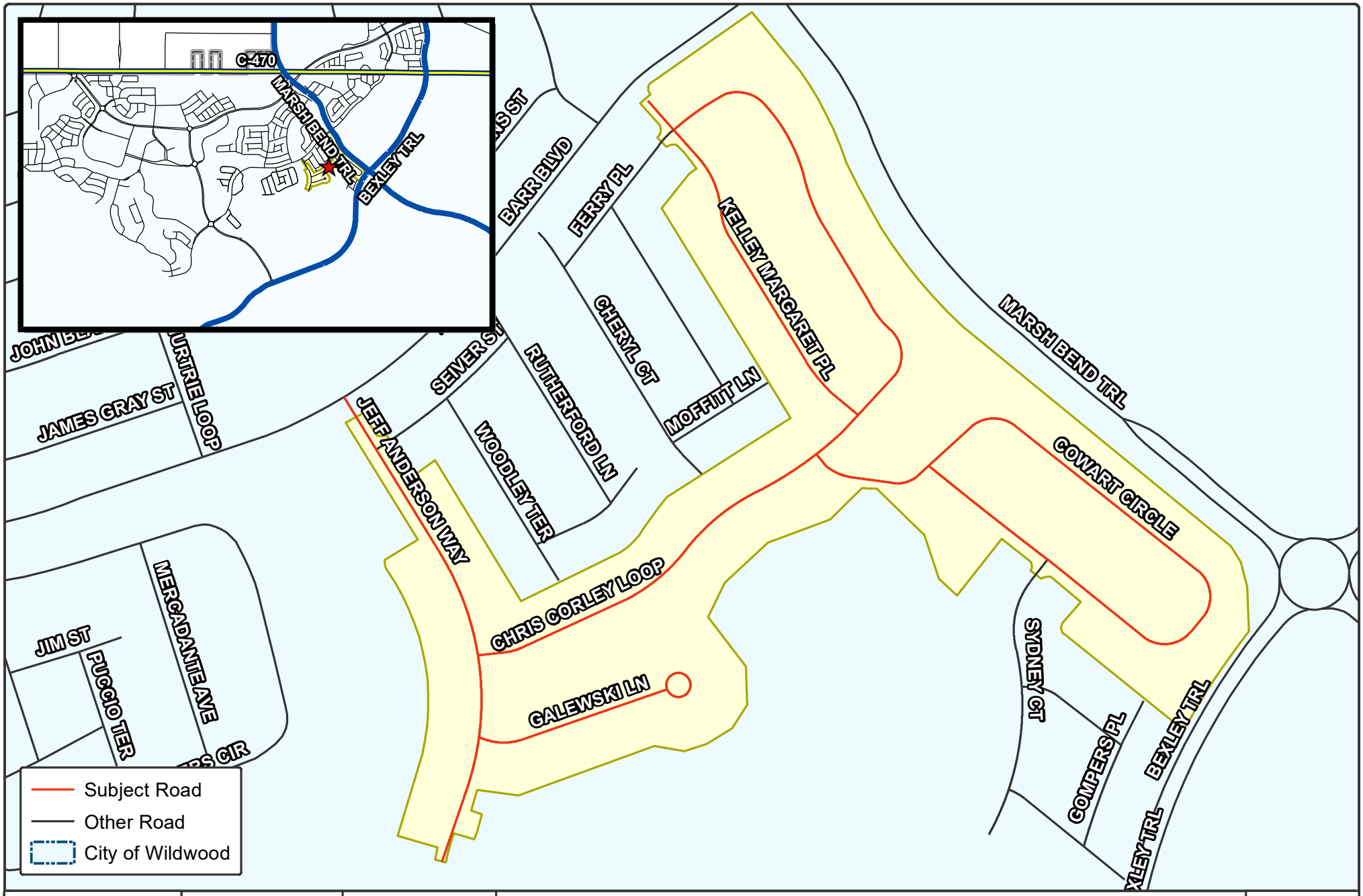
Feet
0 75 150

RIGHT OF WAY DEED

VOSO UNIT 218

PLAT 2308-006

MAP 1AV
LOCATION MAP
NOVEMBER 2023



CITY OF WILDWOOD
100 North Main Street
Wildwood, FL 34785
Phone: (352) 330-1330
www.wildwood-fl.gov

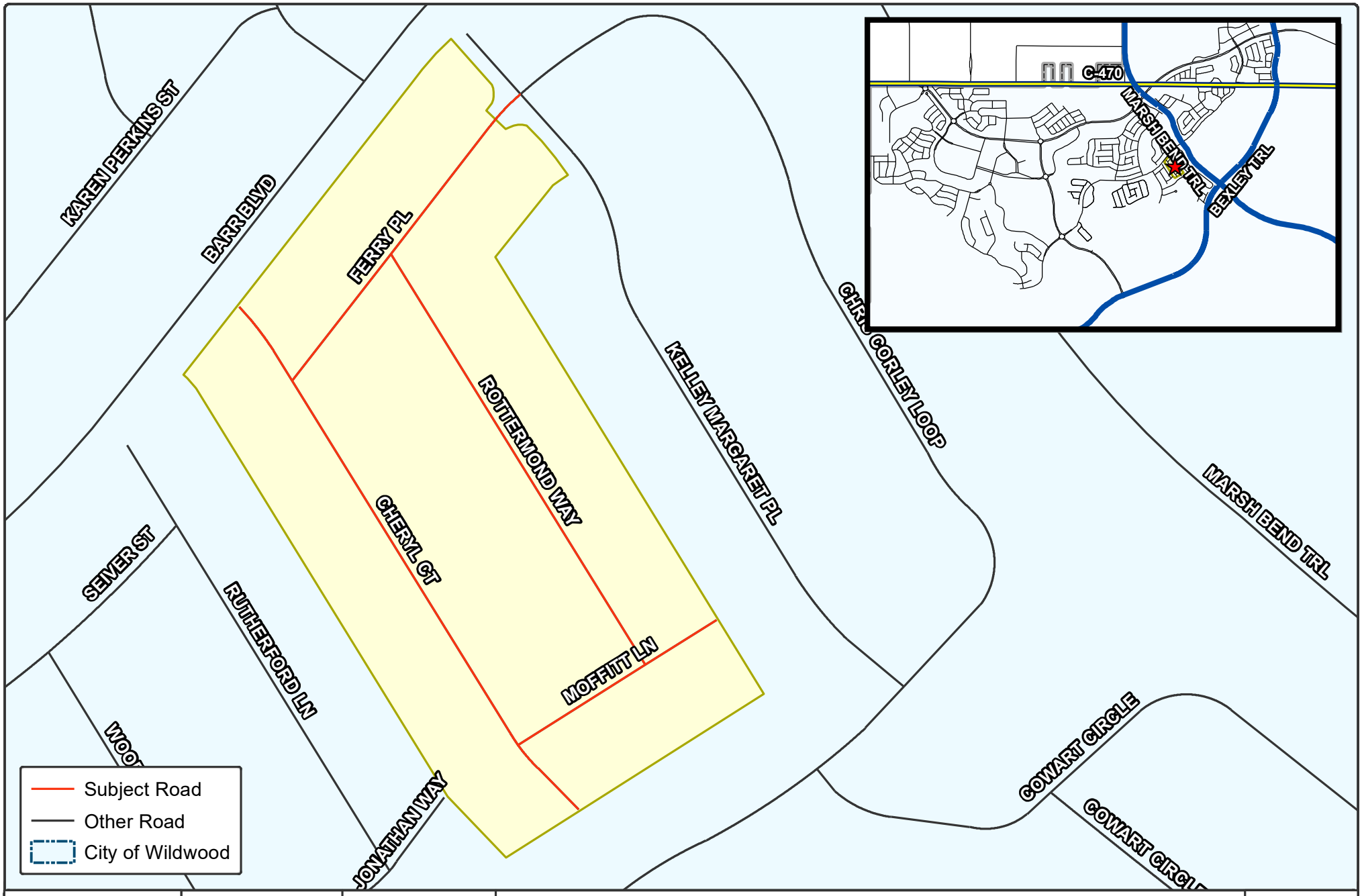
Feet
0 160 320

RIGHT OF WAY DEED

VOSO UNIT 219

PLAT 2308-002

MAP 1AV
LOCATION MAP
NOVEMBER 2023



CITY OF WILDWOOD
100 North Main Street
Wildwood, FL 34785
Phone: (352) 330-1330
www.wildwood-fl.gov

RIGHT OF WAY DEED

VOSO UNIT 220

PLAT 2308-005

MAP 1AV

LOCATION MAP

NOVEMBER 2023

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: **Villages of Southern Oaks Right-of-Way Deed Units No. 209, 210, 211, 212, 214, 215, 216, 217, and 227**

REQUESTED ACTION: Staff recommends acceptance of the deed pursuant to the established roadway transfer procedure.

CONTRACT: Vendor/Entity:

Effective Date: Termination Date:

Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

The City has been granted the following right-of-way for ownership. The Villages Community Development District No.15 will maintain the right-of-way until the two-year maintenance period has expired and the City Engineer has certified completion of construction. Upon completion of the two-year maintenance period, maintenance responsibilities will be granted to the City for all of the road right-of-way within the following subdivisions:

- Villages of Southern Oaks Unit No. 209
- Villages of Southern Oaks Unit No. 210
- Villages of Southern Oaks Unit No. 211
- Villages of Southern Oaks Unit No. 212
- Villages of Southern Oaks Unit No. 214
- Villages of Southern Oaks Unit No. 215
- Villages of Southern Oaks Unit No. 216
- Villages of Southern Oaks Unit No. 217
- Villages of Southern Oaks Unit No. 227

DATED: 11/20/2023



Wendy Then, AICP, CFM
Assistant Director Development Services

Office of General Counsel
Erick D. Langenbrunner, Esq.
(352) 753-6612

November 17, 2023

VIA FEDEX OVERNIGHT DELIVERY

City of Wildwood
Attn: Ms. Melanie Strickland, AICP, CPM
Development Services Director
100 N. Main Street
Wildwood, Florida 34785

RE: Right-of-Way Deed for Villages of Southern Oaks Units No. 209, 210, 211, 212, 214, 215, 216, 217, and 227

Dear Ms. Strickland:

Enclosed please find the **original executed** Right-of-Way Deed ("Deed") from Village Community Development District No. 15 ("District") to City of Wildwood ("COW") for acceptance by COW and recording for the following:

All roadways located within **Villages of Southern Oaks Unit No. 209**, per the Plat recorded in Plat Book 20, Pages 46 and 46A, inclusive, Public Records of Sumter County, Florida.

All roadways located within **Villages of Southern Oaks Unit No. 210**, per the Plat recorded in Plat Book 20, Pages 45, 45A through 45G, inclusive, Public Records of Sumter County, Florida.

All roadways located within **Villages of Southern Oaks Unit No. 211**, per the Plat recorded in Plat Book 20, Pages 47 and 47A, inclusive, Public Records of Sumter County, Florida.

All roadways located within **Villages of Southern Oaks Unit No. 212**, per the Plat recorded in Plat Book 20, Pages 48 and 48A, inclusive, Public Records of Sumter County, Florida.

All roadways located within **Villages of Southern Oaks Unit No. 214**, per the Plat recorded in Plat Book 20, Pages 50 and 50A, inclusive, Public Records of Sumter County, Florida.

All roadways located within **Villages of Southern Oaks Unit No. 215**, per the Plat recorded in Plat Book 20, Pages 49, 49A through 49C, inclusive, Public Records of Sumter County, Florida.

All roadways located within **Villages of Southern Oaks Unit No. 216**, per the Plat recorded in Plat Book 20, Pages 51 and 51A, inclusive, Public Records of Sumter County, Florida.

All roadways located within **Villages of Southern Oaks Unit No. 217**, per the Plat recorded in Plat Book 20, Pages 52, 52A through 52C, inclusive, Public Records of Sumter County, Florida.

All roadways located within **Villages of Southern Oaks Unit No. 227**, per the Plat recorded in Plat Book 20, Pages 53, 53A through 53F, inclusive, Public Records of Sumter County, Florida.

For convenience, enclosed is a copy of the recorded Quitclaim Deed from The Villages Development Company, LLC conveying the roadways to the District. Also enclosed is our check for the recording charges. Once recorded, please forward us a copy when available. If you have any questions, please give us a call.

Sincerely,

Zoey Devine, Paralegal to
Erick D. Langenbrunner, Esq.

Enclosures

cc: Ashley Hunt, Esq. (w/enclosures)
(via email: Ashley@huntlawpa.com)

Anarquis Frias
(via email: afrias@wildwood-fl.gov)

Silas Daniel
(via email: sdaniel@wildwood-fl.gov)

Wendy Then, AICP, CFM
(via email: wthen@wildwood-fl.gov)

Jessica Barnes, City Clerk
(via email: jbarnes@wildwood-fl.gov)

This instrument prepared by:
Erick D. Langenbrunner, Esq.
3619 Kiessel Road
The Villages, Florida 32163

RETURN TO:
City of Wildwood
100 N. Main Street
Wildwood, Florida 34785

RIGHT-OF-WAY DEED

THIS INDENTURE, made effective this 9th day of November, 2023, by **VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 15**, a local unit of special purpose government created pursuant to Chapter 190, Florida Statutes, as amended, whose post office address is 984 Old Mill Run, The Villages, Florida 32162 ("Grantor"), to **CITY OF WILDWOOD**, a Florida municipal corporation, whose post office address is 100 N. Main Street, Wildwood, Florida 34785 ("Grantee").

(Wherever the context so admits or requires, the terms "Grantor" and "Grantee" are used for singular and plural, and respectively refer to the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH, that Grantor, for and in consideration of the sum of Ten and No/100 Dollars ($10.00), and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt of which is hereby acknowledged, has granted, bargained and sold to the Grantee, its successors or assigns forever, the following described land, situate, lying and being in Sumter County, Florida, to wit:

All roadways located within **Villages of Southern Oaks Unit No. 209**, per the Plat recorded in Plat Book 20, Pages 46 and 46A, inclusive, Public Records of Sumter County, Florida.

All roadways located within **Villages of Southern Oaks Unit No. 210**, per the Plat recorded in Plat Book 20, Pages 45, 45A through 45G, inclusive, Public Records of Sumter County, Florida.

All roadways located within **Villages of Southern Oaks Unit No. 211**, per the Plat recorded in Plat Book 20, Pages 47 and 47A, inclusive, Public Records of Sumter County, Florida.

All roadways located within **Villages of Southern Oaks Unit No. 212**, per the Plat recorded in Plat Book 20, Pages 48 and 48A, inclusive, Public Records of Sumter County, Florida.

All roadways located within **Villages of Southern Oaks Unit No. 214**, per the Plat recorded in Plat Book 20, Pages 50 and 50A, inclusive, Public Records of Sumter County, Florida.

All roadways located within **Villages of Southern Oaks Unit No. 215**, per the Plat recorded in Plat Book 20, Pages 49, 49A through 49C, inclusive, Public Records of Sumter County, Florida.

All roadways located within **Villages of Southern Oaks Unit No. 216**, per the Plat recorded in Plat Book 20, Pages 51 and 51A, inclusive, Public Records of Sumter County, Florida.

All roadways located within **Villages of Southern Oaks Unit No. 217**, per the Plat recorded in Plat Book 20, Pages 52, 52A through 52C, inclusive, Public Records of Sumter County, Florida.

All roadways located within **Villages of Southern Oaks Unit No. 227**, per the Plat recorded in Plat Book 20, Pages 53, 53A through 53F, inclusive, Public Records of Sumter County, Florida.

Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whosoever, **reserving unto Grantor**, its successors and assigns, perpetual easements under and upon the unpaved areas of such roadways, including and not limited to islands and cul-de-sacs located within the roadways, if any.

GRANTEE, BY ACCEPTANCE OF THIS RIGHT-OF-WAY DEED, AGREES TO PERPETUALLY MAINTAIN THESE ROADWAYS BEGINNING ON THE DATE THAT IS TWO (2) YEARS AFTER THE DATE THAT THE CITY OF WILDWOOD ENGINEER HAS CERTIFIED THAT CONSTRUCTION OF SUCH ROADWAYS HAS BEEN COMPLETED.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first above written.

ATTEST:

Kenneth C. Blocker, District Manager

VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 15

Spencer R. Novak, Chair, Board of Supervisors

STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 9th day of November, 2023, by Spencer R. Novak, as Chair, Board of Supervisors, of and on behalf of Village Community Development District No. 15, for the purposes expressed herein, who is personally known to me.

Notary Public – State of Florida
Print Name:_____
Commission Number:_____
Commission Expires:_____

CANDICE HARRIS
Notary Public - State of Florida
Commission # HH 254557
My Comm. Expires Apr 18, 2026
Bonded through National Notary Assn.

Rec. 18.50
Doc. 0.70
Copy 2.00
21.20

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202360035999 Date: 09/22/2023 Time: 9:00AM
Page 1 of 2 B: 4532 P: 164 By: BO
Doc Stamp-Deed: 0.70

PREPARED BY/RETURN TO:
Erick D. Langenbrunner, Esq.
3619 Kiessel Road
The Villages, Florida 32163

QUITCLAIM DEED

THIS QUITCLAIM DEED, executed this 19th day of September, 2023, by **THE VILLAGES DEVELOPMENT COMPANY, LLC**, a Florida limited liability company, whose post office address is 3619 Kiessel Road, The Villages, Florida 32163 ("Grantor"), to **VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 15**, a local unit of special purpose government created pursuant to Chapter 190, Florida Statutes, as amended, whose post office address is 984 Old Mill Run, The Villages, Florida 32162 ("Grantee"):

(Wherever used herein, the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, that Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00), in hand paid by Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto Grantee forever, all the right, title, interest, claim and demand which Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Sumter, State of Florida, to-wit:

All roadways and Tracts A, B, and C of **Villages of Southern Oaks Unit No. 209**, per the Plat recorded in Plat Book 20, Pages 46 and 46A, inclusive, Public Records of Sumter County, Florida.

All roadways and Tracts A, B, and C of **Villages of Southern Oaks Unit No. 210**, per the Plat recorded in Plat Book 20, Pages 45, 45A through 45G, inclusive, Public Records of Sumter County, Florida.

All roadways and Tracts A, B, and C of **Villages of Southern Oaks Unit No. 211**, per the Plat recorded in Plat Book 20, Pages 47 and 47A, inclusive, Public Records of Sumter County, Florida.

All roadways and Tracts A, B, C, D, and E of **Villages of Southern Oaks Unit No. 212**, per the Plat recorded in Plat Book 20, Pages 48 and 48A, inclusive, Public Records of Sumter County, Florida.

All roadways and Tracts A, B, C, D, and E of **Villages of Southern Oaks Unit No. 214**, per the Plat recorded in Plat Book 20, Pages 50 and 50A, inclusive, Public Records of Sumter County, Florida.

All roadways and Tract A of **Villages of Southern Oaks Unit No. 215**, per the Plat recorded in Plat Book 20, Pages 49, 49A through 49C, inclusive, Public Records of Sumter County, Florida.

All roadways and Tracts A, B, C, D, and E of **Villages of Southern Oaks Unit No. 216**, per the Plat recorded in Plat Book 20, Pages 51 and 51A, inclusive, Public Records of Sumter County, Florida.

All roadways of **Villages of Southern Oaks Unit No. 217**, per the Plat recorded in Plat Book 20, Pages 52, 52A through 52C, inclusive, Public Records of Sumter County, Florida.

All roadways and Tracts B, C, D, and E of **Villages of Southern Oaks Unit No. 227**, per the Plat recorded in Plat Book 20, Pages 53, 53A through 53F, inclusive, Public Records of Sumter County, Florida.

Reserving therefrom unto Grantor and its assigns, and each of their successors, tenants and invitees, all easements, rights, and other privileges reserved by Grantor on the Plats referenced above (the "Plats"), and **subject to** all restrictions imposed against such lands on the Plats.

This Quitclaim Deed is given for the purpose of conforming the real property records of Sumter County to the Plat Book records.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien equity and claim whatsoever of Grantor, either in law or in equity, to the only proper use, benefit and behoof of Grantee forever.

IN WITNESS WHEREOF, Grantor has signed and sealed these presents the day and year first above written.

WITNESSES:

Print Name: Zoey Devine

Print Name: Rosemary Karpovich

THE VILLAGES DEVELOPMENT COMPANY, LLC, a Florida limited liability company

BY: VDC Manager, LLC,
a Florida limited liability company,
its Manager

By: _____
Martin L. Dzuro, Manager

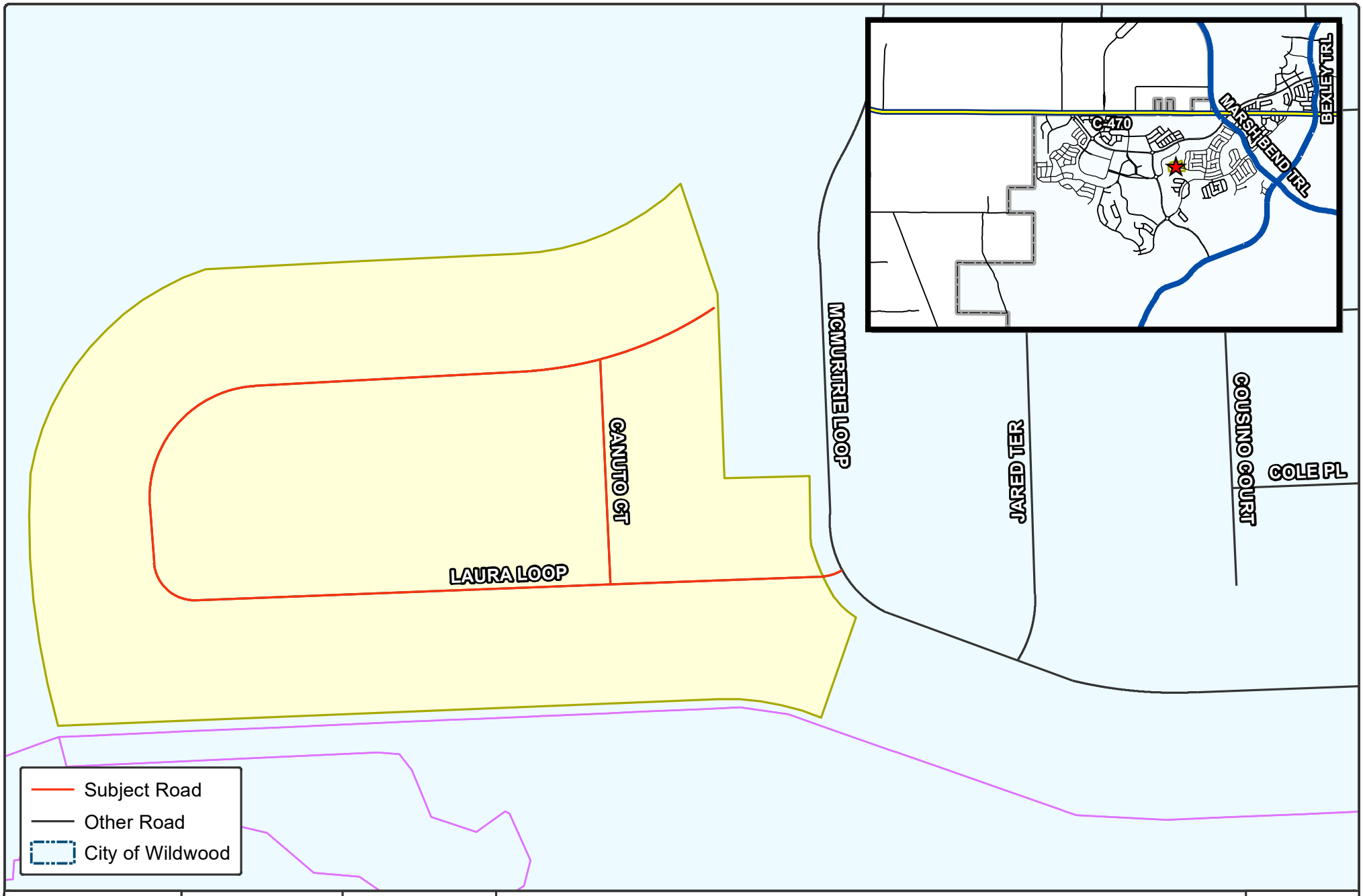
STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 8th day of September, 2023, by Martin L. Dzuro, as Manager of, and on behalf of VDC Manager, LLC, a Florida limited liability company, the Manager of The Villages Development Company, LLC, a Florida limited liability company, who is personally known to me.

Notary Public – State of Florida
Print Name: Zoey Devine
My Commission Expires: _____
My Commission Number: _____

NOTARY PUBLIC STATE OF FLORIDA

ZOEY DEVINE
Commission # HH 390980
Expires June 25, 2027



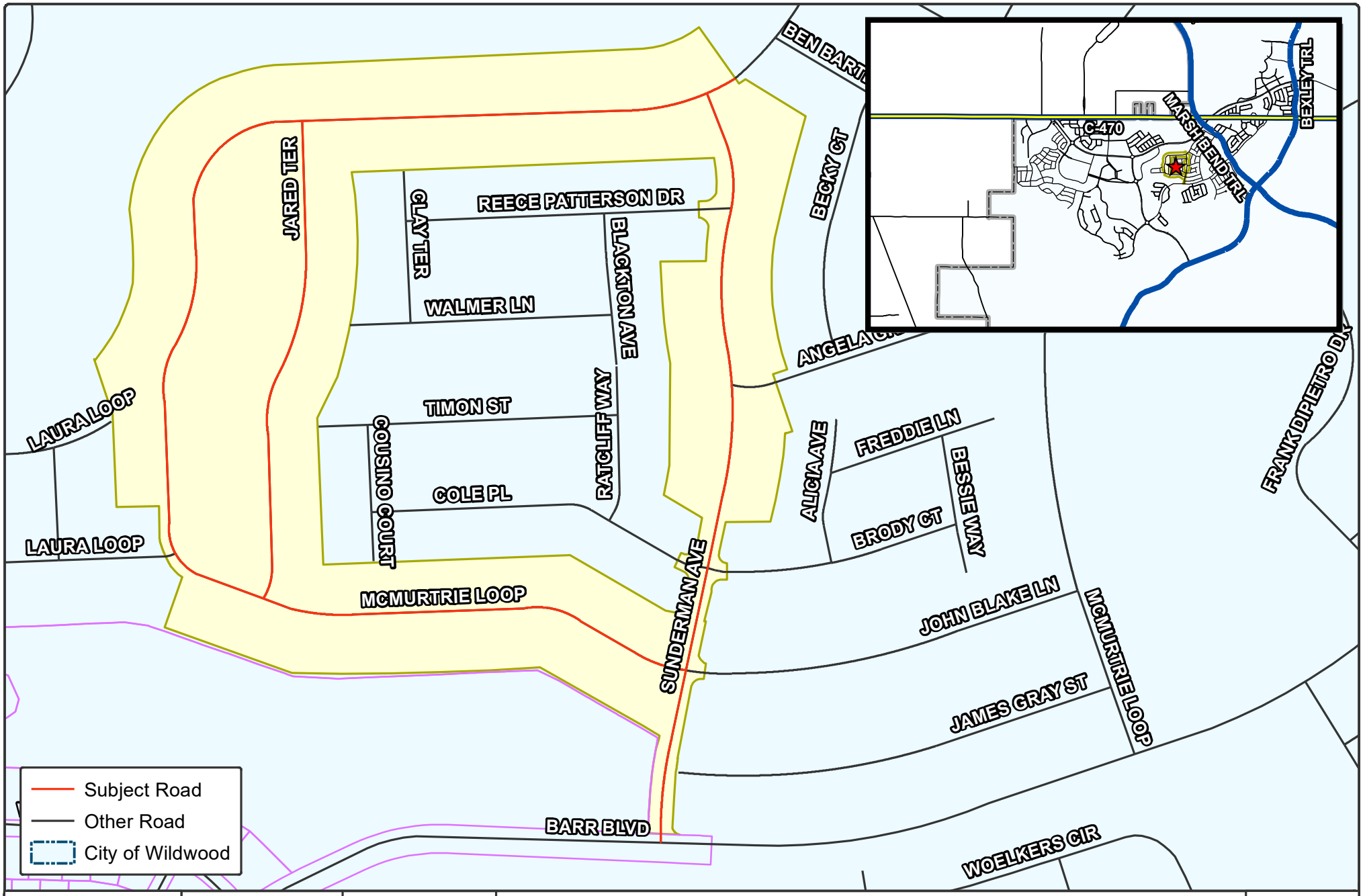
CITY OF WILDWOOD
100 North Main Street
Wildwood, FL 34785
Phone: (352) 330-1330
www.wildwood-fl.gov

RIGHT OF WAY DEED

VOSO UNIT 209

PLAT 2306-007

MAP 1AV
LOCATION MAP
NOVEMBER 2023



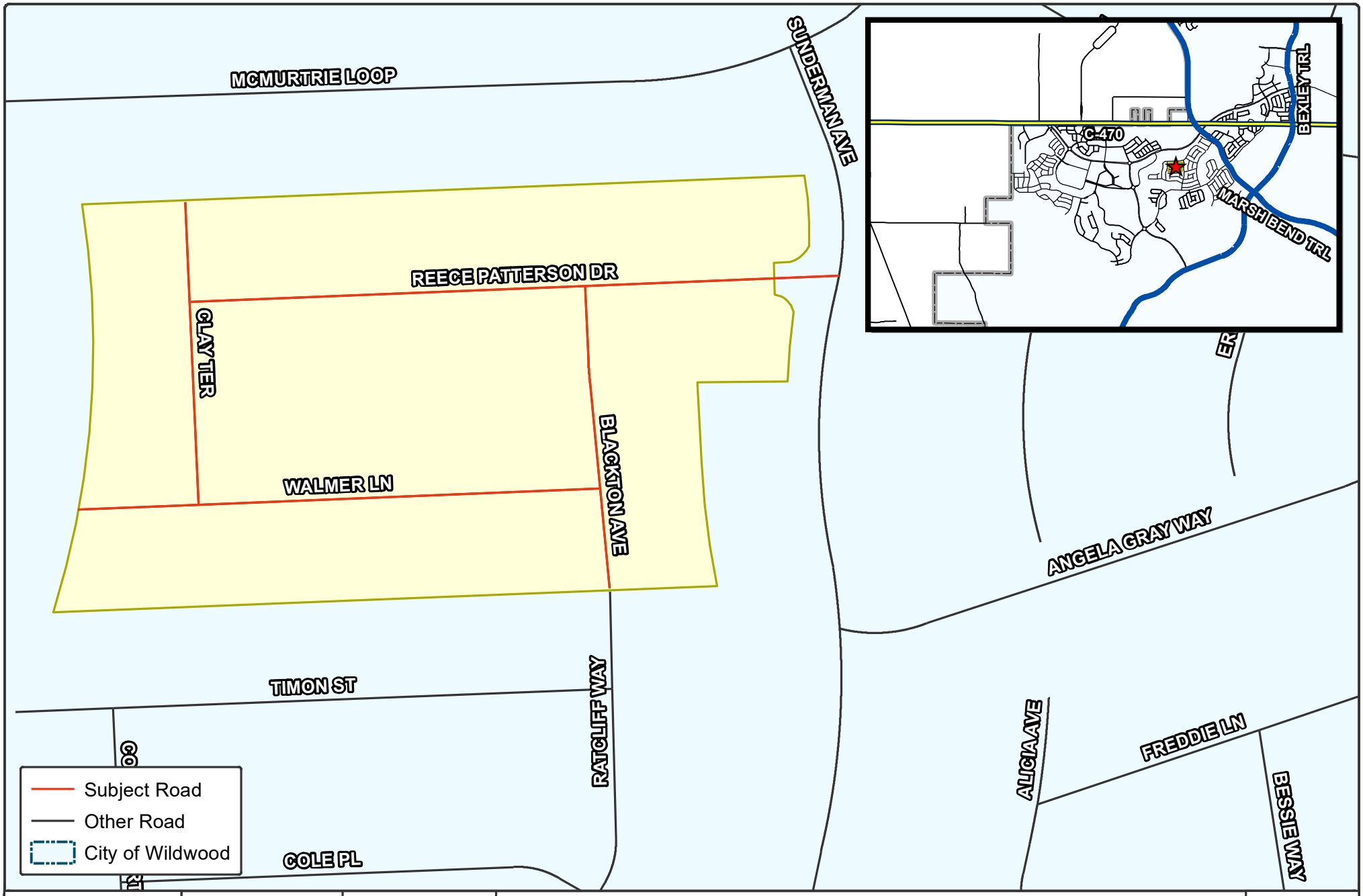
CITY OF WILDWOOD
100 North Main Street
Wildwood, FL 34785
Phone: (352) 330-1330
www.wildwood-fl.gov

RIGHT OF WAY DEED

VOSO UNIT 210

PLAT 2307-002

MAP 1AV
LOCATION MAP
NOVEMBER 2023



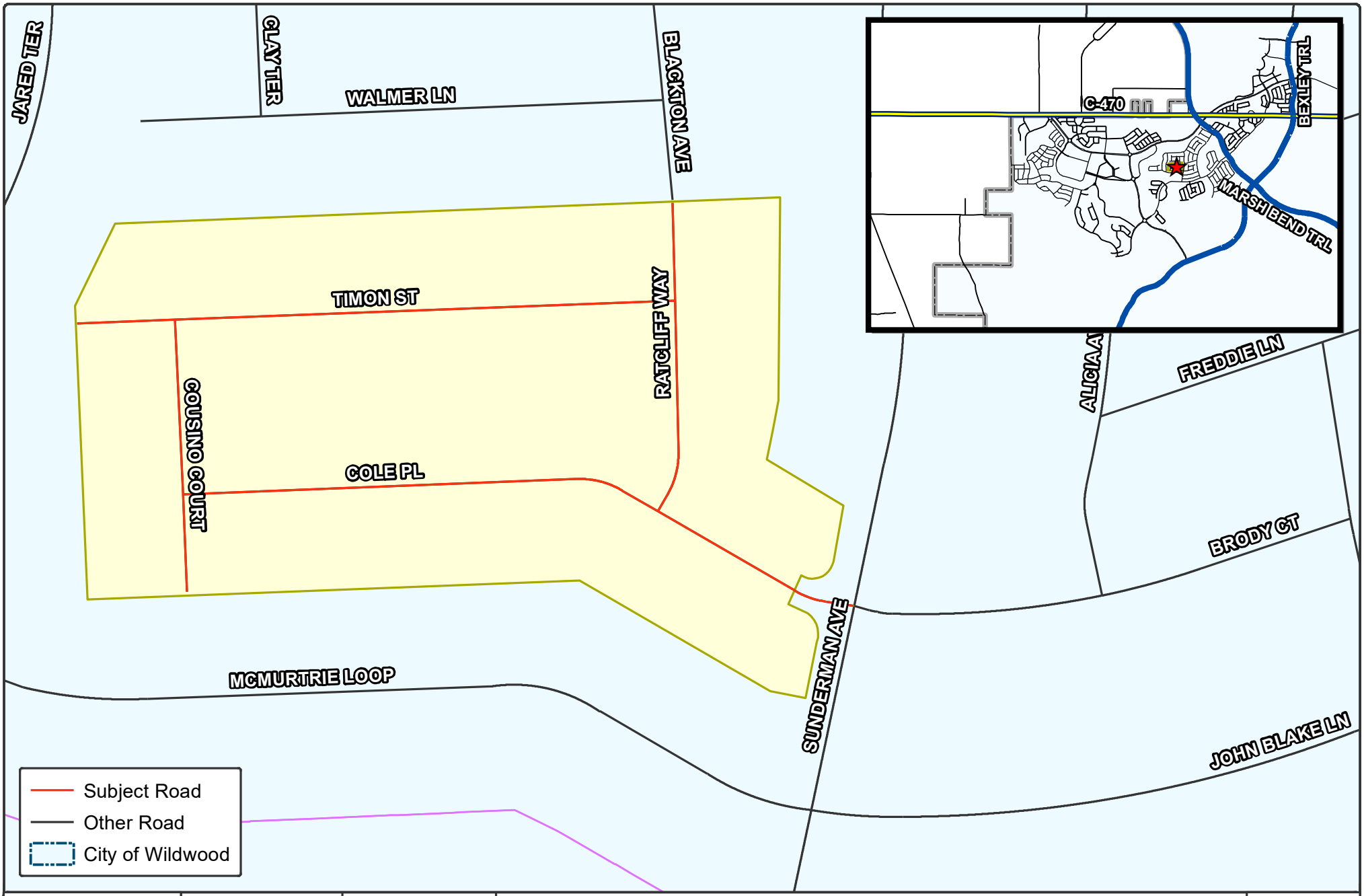
CITY OF WILDWOOD
100 North Main Street
Wildwood, FL 34785
Phone: (352) 330-1330
www.wildwood-fl.gov

RIGHT OF WAY DEED

VOSO UNIT 211

PLAT 2306-006

MAP 1AV
LOCATION MAP
NOVEMBER 2023



CITY OF WILDWOOD
100 North Main Street
Wildwood, FL 34785
Phone: (352) 330-1330
www.wildwood-fl.gov

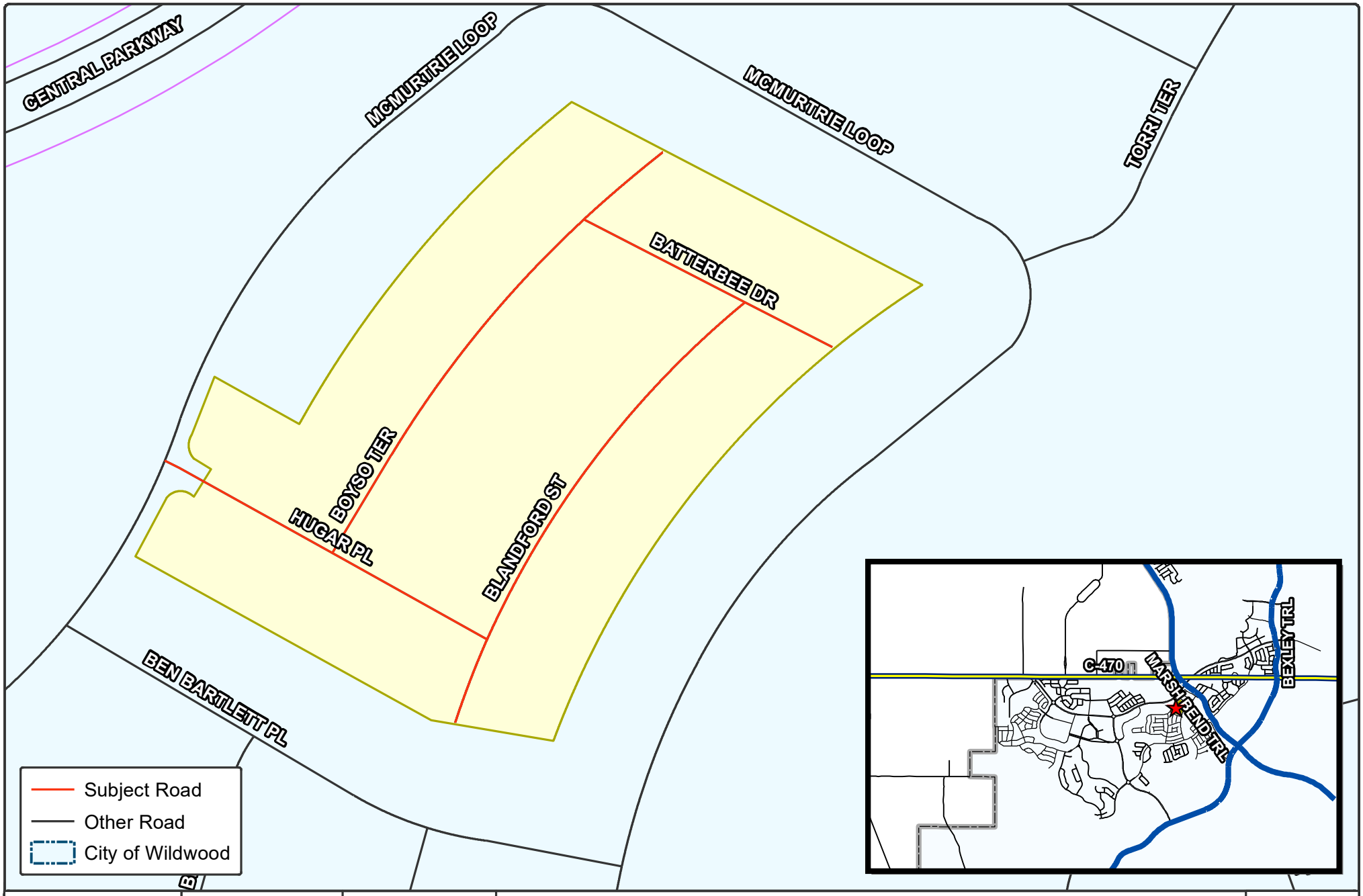
Feet
0 60 120

RIGHT OF WAY DEED

VOSO UNIT 212

PLAT 2306-005

MAP 1AV
LOCATION MAP
NOVEMBER 2023



CITY OF WILDWOOD
100 North Main Street
Wildwood, FL 34785
Phone: (352) 330-1330
www.wildwood-fl.gov

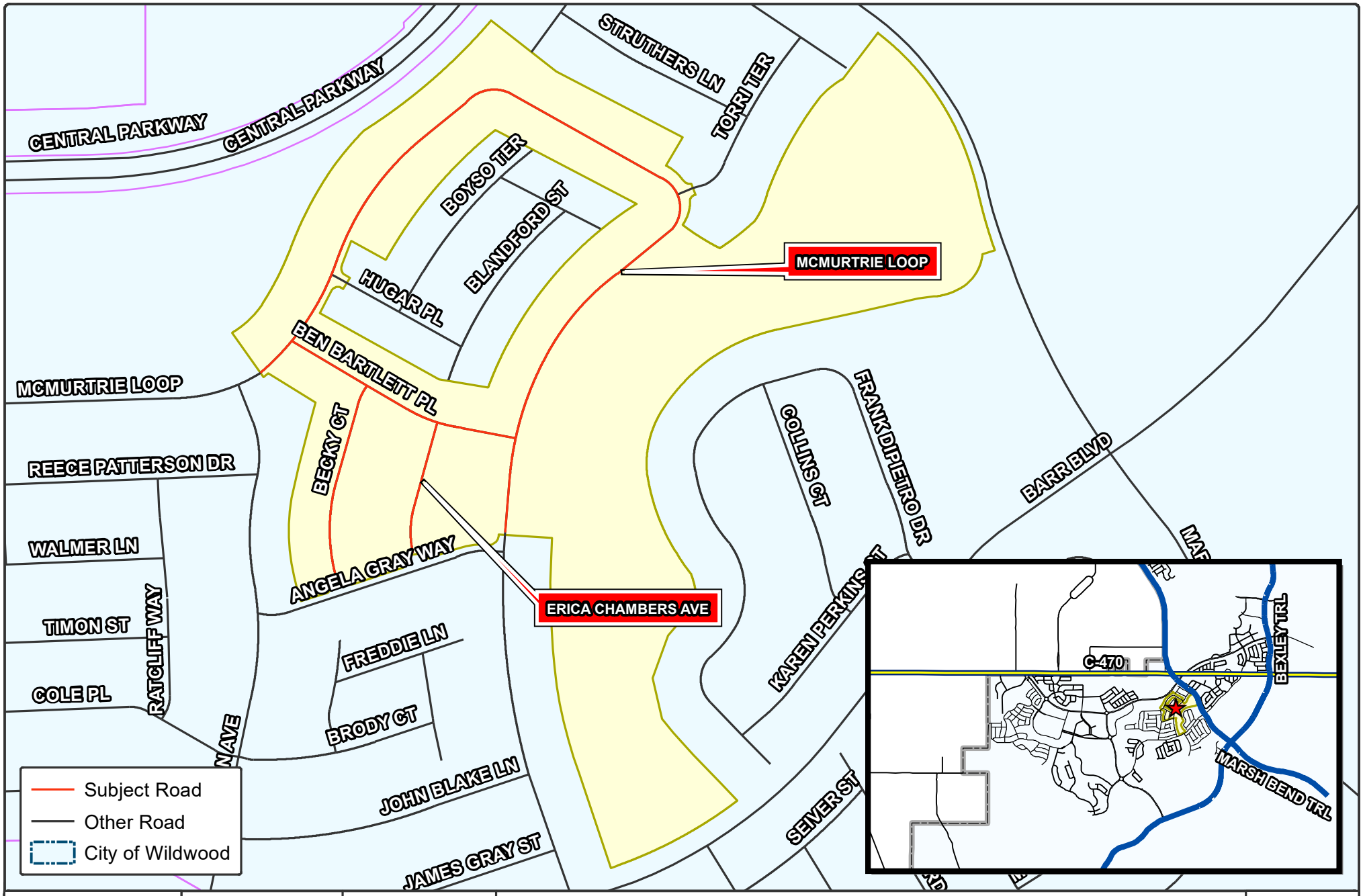
Feet
0 60 120

RIGHT OF WAY DEED

VOSO UNIT 214

PLAT 2307-007

MAP 1AV
LOCATION MAP
NOVEMBER 2023



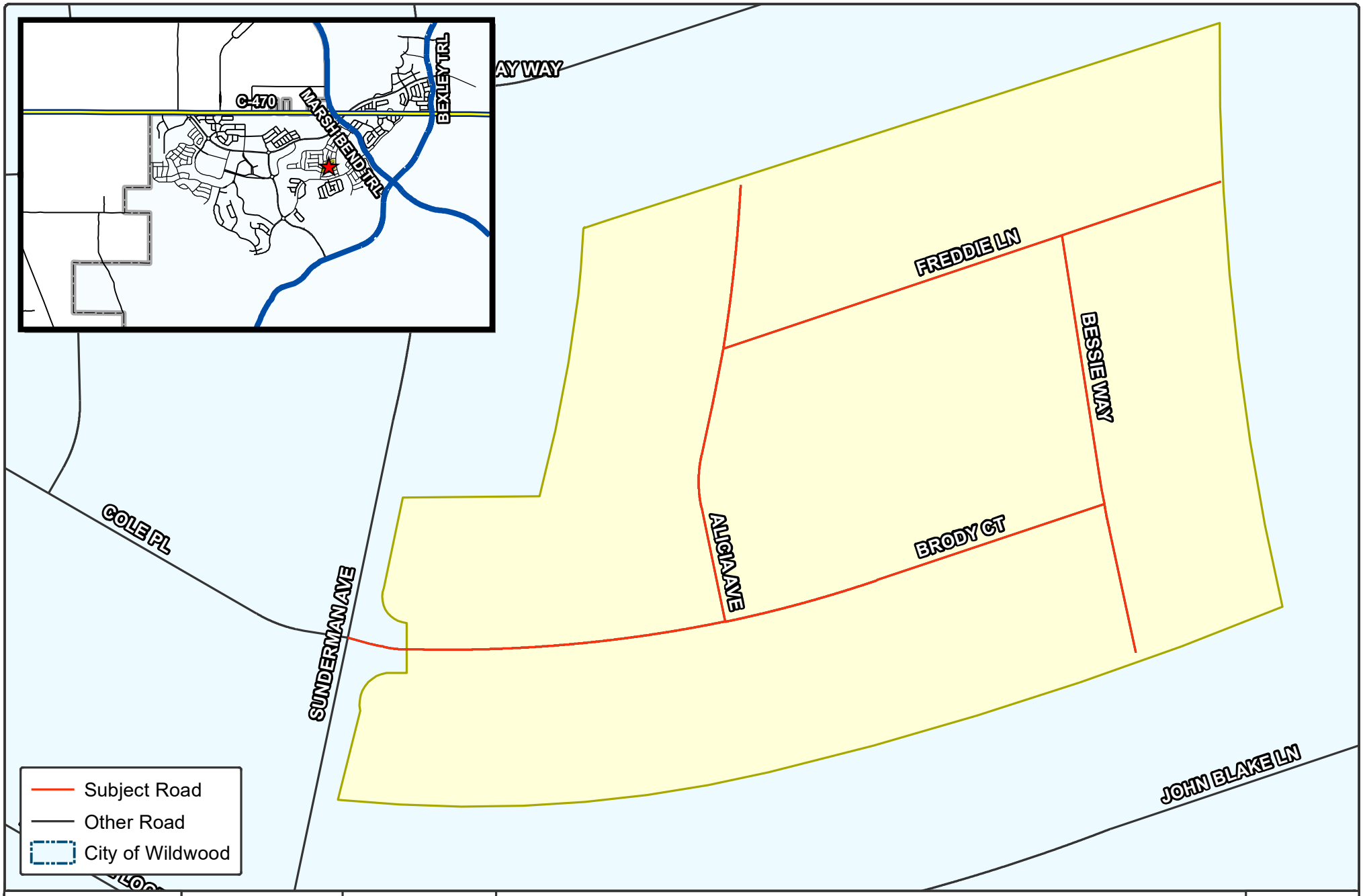
CITY OF WILDWOOD
100 North Main Street
Wildwood, FL 34785
Phone: (352) 330-1330
www.wildwood-fl.gov

RIGHT OF WAY DEED

VOSO UNIT 215

PLAT 2307-005

MAP 1AV
LOCATION MAP
NOVEMBER 2023



CITY OF WILDWOOD
100 North Main Street
Wildwood, FL 34785
Phone: (352) 330-1330
www.wildwood-fl.gov

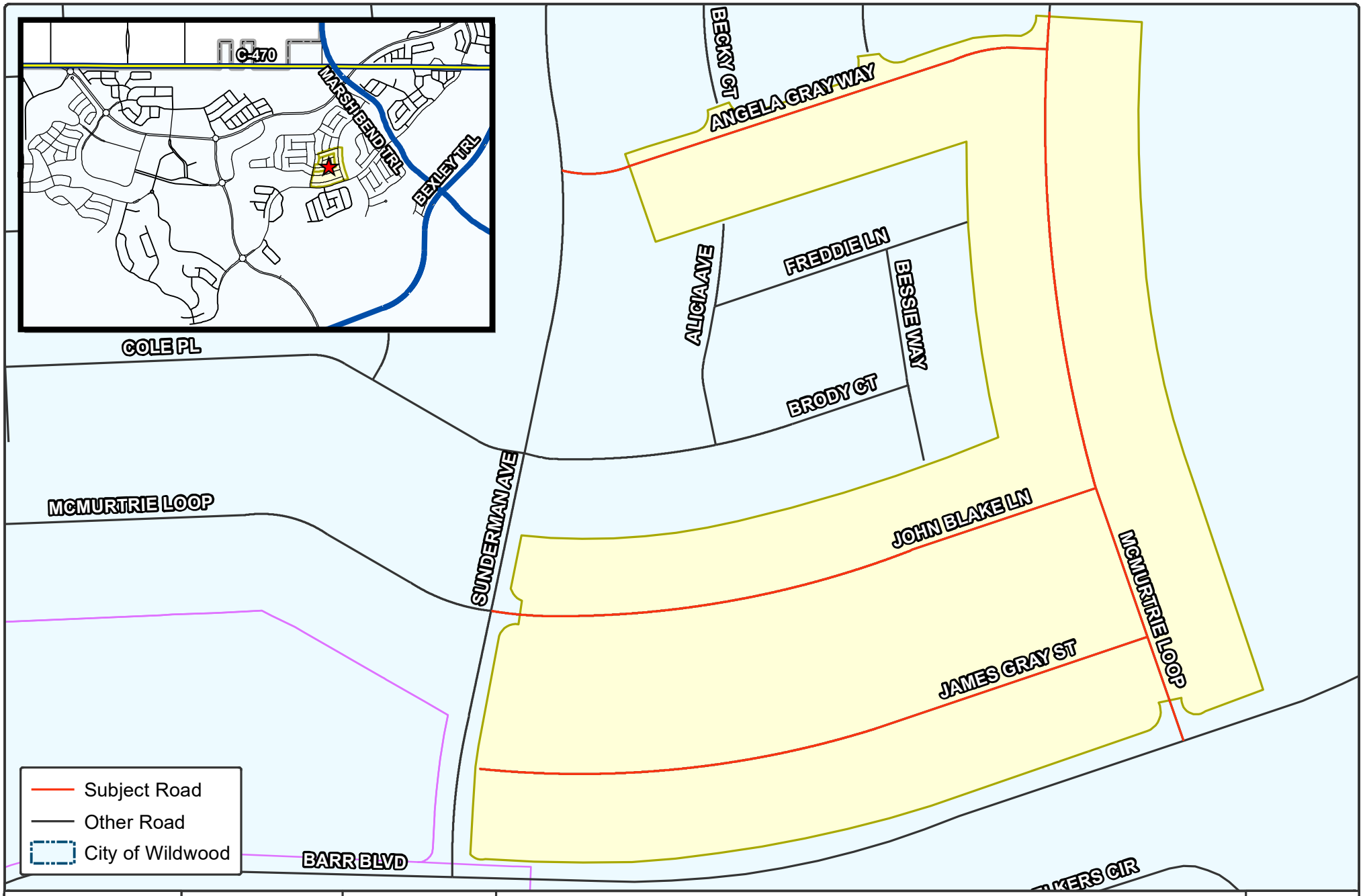
EST. 1877

RIGHT OF WAY DEED

VOSO UNIT 216

PLAT 2306-008

MAP 1AV
LOCATION MAP
NOVEMBER 2023



CITY OF WILDWOOD
100 North Main Street
Wildwood, FL 34785
Phone: (352) 330-1330
www.wildwood-fl.gov

RIGHT OF WAY DEED

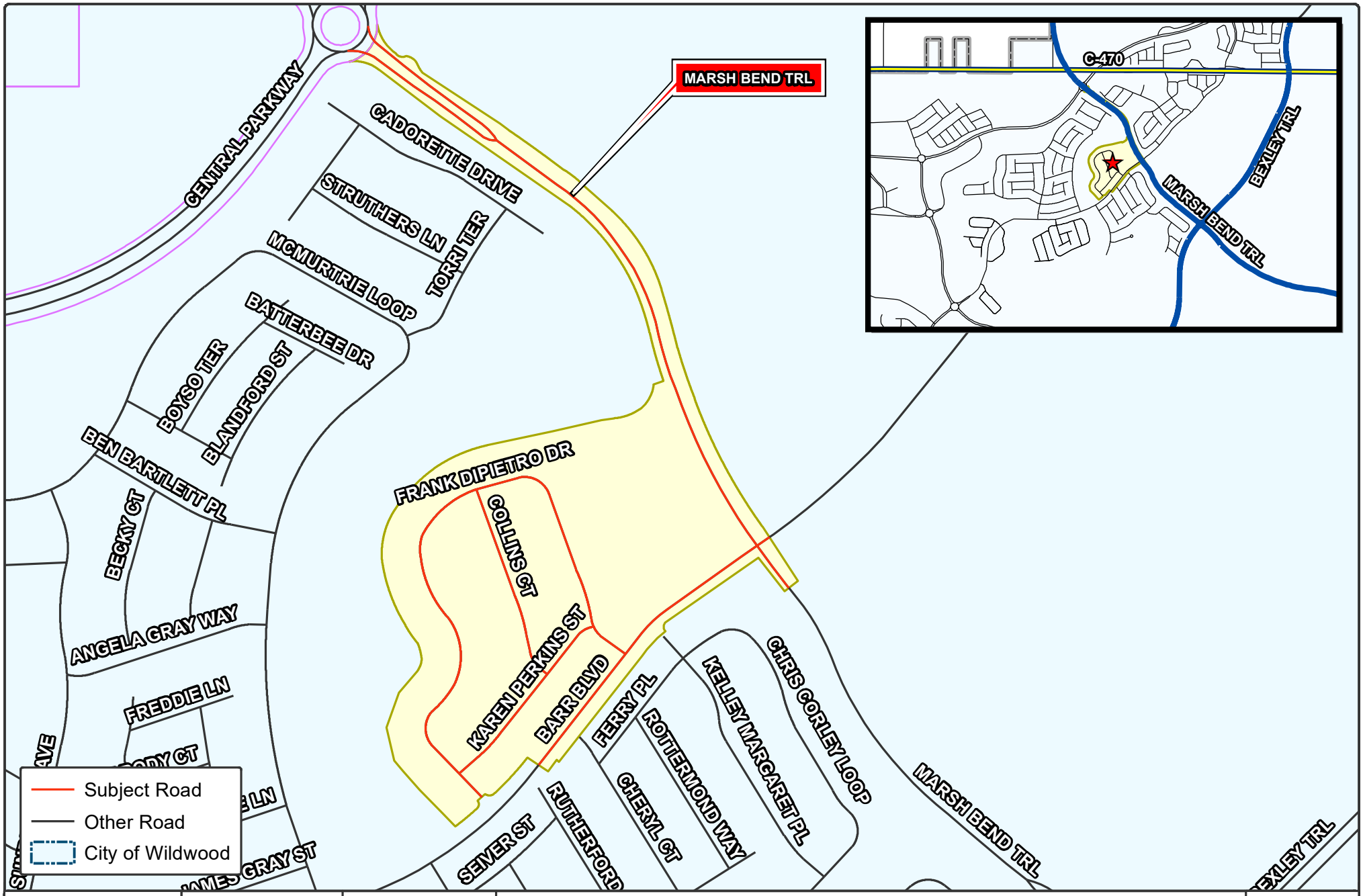
VOSO UNIT 217

PLAT 2306-003

MAP 1AV

LOCATION MAP

NOVEMBER 2023



CITY OF WILDWOOD
100 North Main Street
Wildwood, FL 34785
Phone: (352) 330-1330
www.wildwood-fl.gov

RIGHT OF WAY DEED

VOSO UNIT 227

PLAT 2307-003

MAP 1AV
LOCATION MAP
NOVEMBER 2023

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: **Villages of Southern Oaks Right-of-Way Deed Unit No. 221**

REQUESTED ACTION: Staf recommends acceptance of the deed pursuant to the established roadway transfer procedure.

CONTRACT: Vendor/Entity:

Effective Date: Termination Date:

Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

The City has been granted the following right-of-way for ownership. The Villages Community Development District No.15 will maintain the right-of-way until the two-year maintenance period has expired and the City Engineer has certified completion of construction. Upon completion of the two-year maintenance period, maintenance responsibilities will be granted to the City for all of the road right-of-way within the following subdivision:

- Villages of Southern Oaks Unit No. 221

DATED: 11/20/2023



Wendy Then, AICP, CFM
Assistant Director Development Services

Office of General Counsel
Erick D. Langenbrunner, Esq.
(352) 753-6612

November 17, 2023

VIA FEDEX OVERNIGHT DELIVERY

City of Wildwood
Attn: Ms. Melanie Strickland, AICP, CPM
Development Services Director
100 N. Main Street
Wildwood, Florida 34785

RE: Right-of-Way Deed for Villages of Southern Oaks Units No. 221

Dear Ms. Strickland:

Enclosed please find the **original executed** Right-of-Way Deed ("Deed") from Village Community Development District No. 15 ("District") to City of Wildwood ("COW") for acceptance by COW and recording for the following:

> All roadways located within **Villages of Southern Oaks Unit No. 221**, per the Plat recorded in Plat Book 20, Pages 59 and 59A, inclusive, Public Records of Sumter County, Florida.

For convenience, enclosed is a copy of the recorded Quitclaim Deed from The Villages Development Company, LLC conveying the roadways to the District. Also enclosed is our check for the recording charges. Once recorded, please forward us a copy when available. If you have any questions, please give us a call.

Sincerely,

Zoey Devine, Paralegal to
Erick D. Langenbrunner, Esq.

Enclosures

cc: Ashley Hunt, Esq. (w/enclosures)
(via email: Ashley@huntlawpa.com)

Anarquis Frias
(via email: afrias@wildwood-fl.gov)

Jessica Barnes, City Clerk
(via email: jbarnes@wildwood-fl.gov)

Silas Daniel
(via email: sdaniel@wildwood-fl.gov)

Wendy Then, AICP, CFM
(via email: wthen@wildwood-fl.gov)

This instrument prepared by:
Erick D. Langenbrunner, Esq.
3619 Kiessel Road
The Villages, Florida 32163

RETURN TO:
City of Wildwood
100 N. Main Street
Wildwood, Florida 34785

RIGHT-OF-WAY DEED

THIS INDENTURE, made effective this 9th day of November, 2023, by **VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 15**, a local unit of special purpose government created pursuant to Chapter 190, Florida Statutes, as amended, whose post office address is 984 Old Mill Run, The Villages, Florida 32162 ("Grantor"), to **CITY OF WILDWOOD**, a Florida municipal corporation, whose post office address is 100 N. Main Street, Wildwood, Florida 34785 ("Grantee").

(Wherever the context so admits or requires, the terms "Grantor" and "Grantee" are used for singular and plural, and respectively refer to the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH, that Grantor, for and in consideration of the sum of Ten and No/100 Dollars ($10.00), and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt of which is hereby acknowledged, has granted, bargained and sold to the Grantee, its successors or assigns forever, the following described land, situate, lying and being in Sumter County, Florida, to wit:

All roadways located within **Villages of Southern Oaks Unit No. 221**, per the Plat recorded in Plat Book 20, Pages 59 and 59A, inclusive, Public Records of Sumter County, Florida.

Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whosoever, **reserving unto Grantor**, its successors and assigns, perpetual easements under and upon the unpaved areas of such roadways, including and not limited to islands and cul-de-sacs located within the roadways, if any.

GRANTEE, BY ACCEPTANCE OF THIS RIGHT-OF-WAY DEED, AGREES TO PERPETUALLY MAINTAIN THESE ROADWAYS BEGINNING ON THE DATE THAT IS TWO (2) YEARS AFTER THE DATE THAT THE CITY OF WILDWOOD ENGINEER HAS CERTIFIED THAT CONSTRUCTION OF SUCH ROADWAYS HAS BEEN COMPLETED.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first above written.

ATTEST:

Kenneth C. Blocker, District Manager

VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 15

Spencer R. Novak, Chair, Board of Supervisors

STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 9th day of November, 2023, by Spencer R. Novak, as Chair, Board of Supervisors, of and on behalf of Village Community Development District No. 15, for the purposes expressed herein, who is personally known to me.

Candice Harris

Notary Public – State of Florida
Print Name:_____
Commission Number:_____
Commission Expires:_____

CANDICE HARRIS
Notary Public - State of Florida
Commission # HH 254557
My Comm. Expires Apr 18, 2026
Bonded through National Notary Assn.

19.20
2.00 copy
21.20

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202360039300 Date: 10/18/2023 Time: 10:20AM
Page 1 of 2 B: 4545 P: 89 By: ML
Doc Stamp-Deed: 0.70

PREPARED BY/RETURN TO:
Erick D. Langenbrunner, Esq.
3619 Kiessel Road
The Villages, Florida 32163

QUITCLAIM DEED

THIS QUITCLAIM DEED, executed this 12th day of October, 2023, by **THE VILLAGES DEVELOPMENT COMPANY, LLC**, a Florida limited liability company, whose post office address is 3619 Kiessel Road, The Villages, Florida 32163 ("Grantor"), to **VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 15**, a local unit of special purpose government created pursuant to Chapter 190, Florida Statutes, as amended, whose post office address is 984 Old Mill Run, The Villages, Florida 32162 ("Grantee"):

(Wherever used herein, the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, that Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00), in hand paid by Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto Grantee forever, all the right, title, interest, claim and demand which Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Sumter, State of Florida, to-wit:

All roadways and Tracts A, B, C, and D of **Villages of Southern Oaks Unit No. 221**, per the Plat recorded in Plat Book 20, Pages 59 and 59A, inclusive, Public Records of Sumter County, Florida.

Reserving therefrom unto Grantor and its assigns, and each of their successors, tenants and invitees, all easements, rights, and other privileges reserved by Grantor on the Plats referenced above (the "Plats"), and **subject to** all restrictions imposed against such lands on the Plats.

This Quitclaim Deed is given for the purpose of conforming the real property records of Sumter County to the Plat Book records.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien equity and claim whatsoever of Grantor, either in law or in equity, to the only proper use, benefit and behoof of Grantee forever.

[Signatures on following page]

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202360039300 Date: 10/18/2023 Time: 10:20AM
Page 2 of 2 B: 4545 P: 90 By: ML
Doc Stamp-Deed: 0.70

IN WITNESS WHEREOF, Grantor has signed and sealed these presents the day and year first above written.

WITNESSES:

Print Name: Zoey Devine

Print Name: Rosemary Karpovich

THE VILLAGES DEVELOPMENT COMPANY, LLC, a Florida limited liability company

BY: VDC Manager, LLC,
a Florida limited liability company,
its Manager

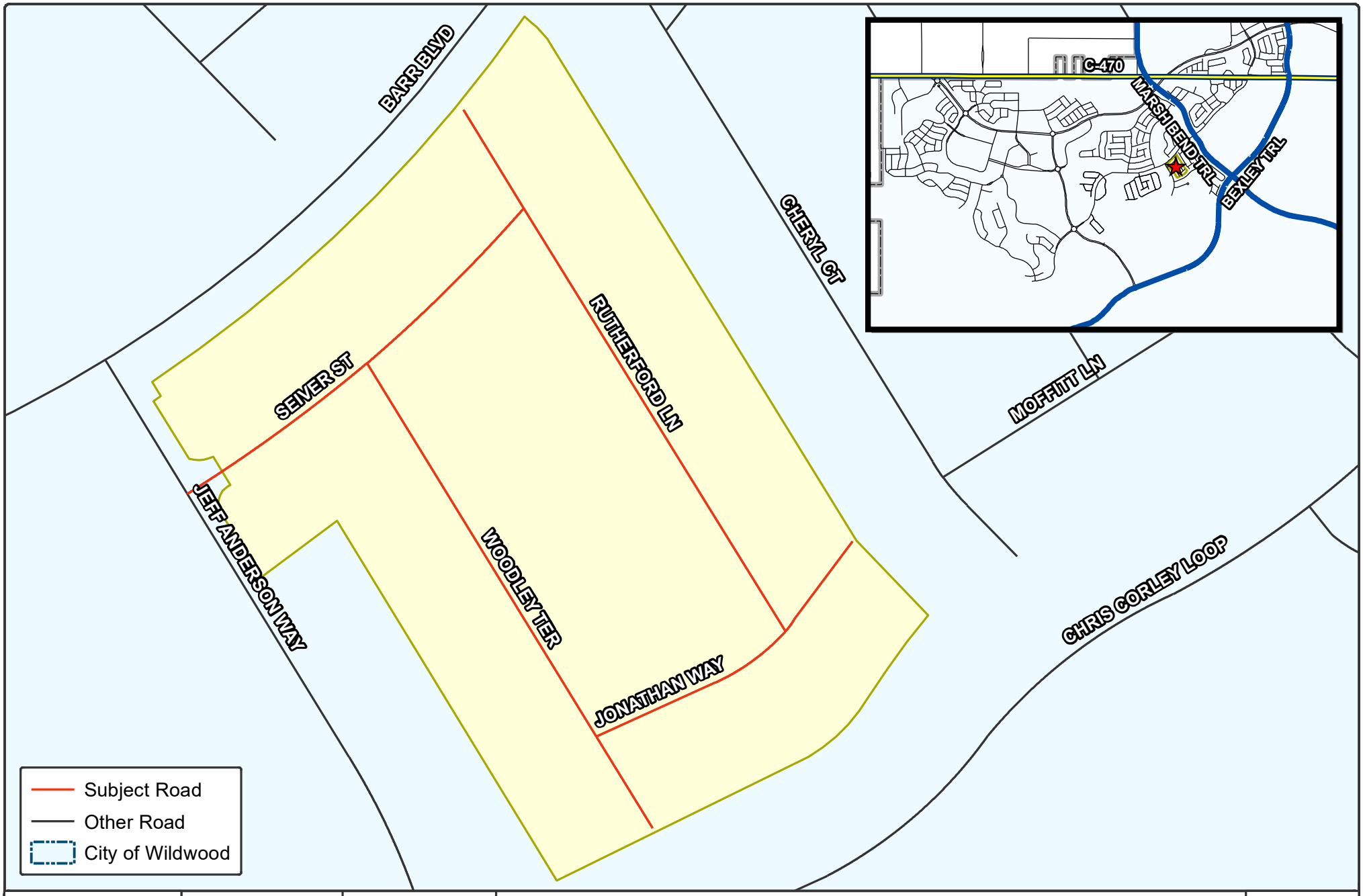
By: Martin L. Dzuro, Manager

STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 12th day of October, 2023, by Martin L. Dzuro, as Manager of, and on behalf of VDC Manager, LLC, a Florida limited liability company, the Manager of The Villages Development Company, LLC, a Florida limited liability company, who is personally known to me.

Notary Public – State of Florida
Print Name: Zoey Devine
My Commission Expires:
My Commission Number:

ZOEY DEVINE
Commission # HH 390980
Expires June 25, 2027



CITY OF WILDWOOD
100 North Main Street
Wildwood, FL 34785
Phone: (352) 330-1330
www.wildwood-fl.gov

Feet
0 60 120

RIGHT OF WAY DEED

VOSO UNIT 221

PLAT 2308-009

MAP 1AV
LOCATION MAP
NOVEMBER 2023

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: **Fire Hydrant Repairs in the Amount of $77,516.84**

REQUESTED ACTION: Staff Recommends Approval

CONTRACT: Vendor/Entity: RCM Utilities

Effective Date: 10/27/2023 Termination Date:

Managing Division/Department: Utility Department / Water Division

BUDGET IMPACT: This is a budgeted item in the FY 24 budget. Funds are available in account 401-533-30-3400 (Other Contractual Services).

HISTORY/FACTS/ISSUES:

After the Sumter County Fire Department's annual fire hydrant maintenance was conducted earlier this year, the County's contractor supplied the City with a list of hydrants that needed repairs and height adjustments to meet national fire codes. Due to the amount of adjustments required, staff contacted RCM Utilities to complete the project. RCM provided a quote in the amount of $77,516.84 pursuant to the attached piggyback contract with the City of Zephyrhills. See Exhibit B, page 28 of the contract for highlighted rates.

RCM UTILITIES, LLC
1451 Pine Grove Rd
Eustis, FL 32726
352-561-2990
billing@rcmutilities.com
www.rcmutilities.com

Estimate

ADDRESS
City of Wildwood
100 N. Main Street
Wildwood, FL 37485

ESTIMATE # 3750
DATE 10/24/2023
EXPIRATION DATE 11/30/2023

JOB NAME
2023 Fire Hydrants

DESCRIPTION	AMOUNT
RCM Utilities to furnish materials, labor, and equipment for the following scope of supply:	
- 6" extension to be installed at the following sites: - 114 Big Oak Ln - 88 Big Oak Ln - 150 Big Oak Ln - 5147 Cambridge Ln - 314 Clay Drain Rd - 5126 Cr 125B1 - 5001 Cr 125B1 - 8221 Cr 131 - 3013 Cr 238 - 300 Denham St - 5451 Dragonfly Dr - 3309 Dzuro Dr - 89 E Gulf Atlantic Hwy - 921 E Sr 44 - 459 E Sr44 - 5028 Harbor Dr - 5160 Harbor Dr - 519 Huey St - 501 Lawrence St - 612 Magnolia Ln - 1210 N Main St - 3400 NE 37th Pl - 4425 NE 82nd Ave - 800 Peters St - 1001 S Main St - 1010 S Main St - 700 South Dr - 602 South St - 946 Sr 44	77,516.84

DESCRIPTION	AMOUNT

- 524 Sr44
- 5330 Sunshine Dr
- 816 W Clarke St
- 6661 Walker Rd
- 1211 Whitaker Rd
- 103 Woodlane Ave

- New Mueller Super Centurion A423 (1 hose nozzle / 2 pumper nozzle) at the following sites:
  - 401 Kilgore St
    - Optional Adder: Install new 6" isolation valve (includes two line stops) - $14,349.88
  - 104 Wildwood Ave

NOTES
- RCM to warrant supplied materials and workmanship for a period of one year following installation.
- Site restoration to include back filling, compacting, and sod.
- Pre-digs will be performed at the two sites that will require new hydrants to determine proper hydrant height.
- Hydrant extension cancellation and returns will be assessed a 75% restocking fee.
- Annual Water and Sewer Maintenance Contract Agreement RFP #35-19-01 RCM UTILITIES / CITY OF ZEPHYRHILLS that has been approved for piggyback by City of Wildwood City Council

***SEE ATTACHED LABOR / EQUIPMENT RATES FORM

Mark Getchell
Project Manager
Cell – (352) 818-0058
Email – mark@rcmutilities.com

SUBTOTAL	77,516.84
TAX	0.00
TOTAL	**$77,516.84**

Accepted By

Accepted Date

Water & Wastewater Misc Construction/Maintenance Services
Labor/Equipment Rates Form

Customer: City of Wildwood / Piggyback city of Zephyrhills pricing Project: Fire Hydrant Service and Repair

LABOR RATES	RATES		ENTER	SUBTOTAL	ENTER	SUBTOTAL	LINE ITEM TOTAL
	WORKING HOURS	AFTER HOURS	#WORKING HOURS	#WORKING HOURS	#AFTER HOURS	#AFTER HOURS	
Supervisor	$ 50.00	$ 75.00	155	$ 7,750.00		$ -	$ 7,750.00
Foreman	$ 75.00	$ 113.00	160	$ 12,000.00		$ -	$ 12,000.00
Helper - Labor Only	$ 35.00	$ 53.00	160	$ 5,600.00		$ -	$ 5,600.00
Helper with Truck/Trailer	$ 50.00	$ 75.00	160	$ 8,000.00		$ -	$ 8,000.00
Backflow Technician	$ 40.00	$ 60.00		$ -		$ -	
						LABOR RATES TOTAL	$ 33,350.00

Please provide when after hours would apply (anytime outside of Mon - Fri 7am - 5pm)

EQUIPMENT RATES	SET UP FEE	HOURLY	# OF HOURS/ GALLONS or BAGS	DAILY	# OF DAYS	WEEKLY	# OF WEEKS	MONTHLY	# OF MONTHS	LINE ITEM TOTAL
Mini Excavator with Operator	$ 150.00	$ 80.00	70.00	$ 800.00		$ 2,400.00		$ 9,600.00		$ 5,750.00
Back Hoe with Operator	$ 250.00	$ 125.00		$ 1,250.00		$ 6,250.00		$ 25,000.00		
Vac Truck - 2 Man Crew	$ 250.00	$ 280.00		$ 2,800.00		$ 14,000.00		$ 56,000.00		
CCTV Camera Trailer with Operator	$ 250.00	$ 175.00		$ 1,750.00		$ 8,750.00		$ 35,000.00		
Tractor with Bucket with Operator	$ 250.00	$ 125.00		$ 1,250.00		$ 6,250.00		$ 25,000.00		
4" Sewage Bypass Pump with Hoses	$ 250.00	$ 40.00		$ 250.00		$ 650.00		$ 2,600.00		
Bypass Pump Fuel Additional	$ 4.50	Per Gallon								
13000 Watt Generator	$ 250.00	$ 40.00		$ 170.00		$ 850.00		$ 3,400.00		
Infiltrator MH Leak Stop Plus Labor	$ 150.00	$ 250.00		$ 150.00		$ 750.00		$ 3,000.00		
Metal Fabrication/Welding Lead Man	$ 150.00	$ 75.00		$ 750.00		$ 3,750.00		$ 15,000.00		
Metal Fabrication/Welder	$ 150.00	$ 65.00		$ 650.00		$ 3,250.00		$ 13,000.00		
Sand Blast Trailer Rig with Crew	$ 250.00	$ 295.00		$ 2,950.00		$ 14,750.00		$ 59,000.00		
Sand Blasting Sand	$ 5.00	Per Bag								
Compactor with Operator	$ 150.00	$ 100.00		$ 1,000.00		$ 5,000.00		$ 20,000.00		
Air Compressor Road Bore	$ 250.00	$ 125.00		$ 1,250.00		$ 6,250.00		$ 25,000.00		
								EQUIPMENT RATES TOTAL		$ 5,750.00

MATERIAL RATES	% Mark UP	COST	MARK-UP	LINE ITEM TOTAL
Materials Purchased for Specific Job	25%	27335.43	$ 6,833.86	$ 34,169.29
Materials from Stock	25%	3398.04	$ 849.51	$ 4,247.55
Subcontract Labor	20%		$ -	
			MATERIAL RATES TOTAL	$ 38,416.84
			SUBTOTAL	$ 77,516.84
PERFORMANCE & PAYMENT BOND	(Yes/No)	No	2%	$ -
			GRAND TOTAL	$ 77,516.84

Company Name: RCM Utilities, LLC

Authorized Representative/ Title: Christopher R. Creech, Mgr.

Signature: Christopher R. Creech Date: 11/20/2023

RENEWAL OF AGREEMENT FOR RCM UTILITIES 41-19-30C

THIS AGREEMENT made and entered into effective 8 day of August, 2022, by and between the **CITY OF ZEPHYRHILLS**, a political subdivision of the State of Florida, hereinafter referred to as "CITY" and **RCM Utilities**, a Florida corporation, hereinafter referred to as "CONTRACTOR".

WITNESSETH

WHEREAS, the CITY is a political subdivision of the State of Florida, having a responsibility to provide certain services to benefit the citizens of the City of Zephyrhills; and

WHEREAS, the CITY and CONTRACTOR entered into an Agreement for Water& Wastewater Miscellaneous Construction/ Maintenance Services in a manner satisfactory to the CITY; and

WHEREAS, the Agreement provided for a three (3) year Term commencing August 12, 2019, and ending August 11, 2022, provided for one (1), three (3) year renewal, upon written agreement by the parties, and the parties are desirous of extending the existing Agreement.

NOW THEREFORE, in consideration of the premises, and in consideration of the mutual conditions, covenants, and obligations hereafter expresses, it is agreed as follows:

1. **THAT** the Agreement for Water& Wastewater Miscellaneous Construction/ Maintenance Services dated August 12, 2019, will exercise the three (3) year renewal option through August 11, 2025.
2. **THAT** all remaining terms, provisions, and conditions, including terms for payment, of the Agreement for Water& Wastewater Miscellaneous Construction/ Maintenance Services dated August 12, 2019 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement on the day and date first written above.

CITY OF ZEPHYRHILLS

By: _____ August 8, 2022
Jodi Wilkeson, Council President Date

ATTEST:

_____
Lori L. Hillman, City Clerk

COMPANY NAME RCM Utilities, LLC

By: Christopher R Creech 7/26/22
Print Name of Representative Date

_____
Signature of Representative

ATTEST:

Melissa Mosa
Corporate Secretary

CITY OF ZEPHYRHILLS

Water & Wastewater Miscellaneous Construction/Maintenance Services

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 12th day of August, 2019 by and between the **CITY OF ZEPHYRHILLS**, a Florida municipal corporation, having its principal office at 5335 8th Street, Zephyrhills, FL 33542 ("City") and **RCM Utilities,** a corporation organized and authorized to do business in the State of Florida, having its principal office at **100 West Mills Avenue, Eustis, FL 32726** "Contractor"). The City and Contractor shall collectively be referred to as the "Parties", and each may individually be referred to as a "Party".

ARTICLE 1 – RECITALS

1.1 The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

ARTICLE 2 – CONTRACT DOCUMENTS

2.1 The following documents, collectively referred to as the "Contract Documents", are incorporated into and made part of this Agreement:

2.1.1 RFP 35-19-01, Water & Wastewater Construction/Maintenance Services "Exhibit A";

2.1.2 Contractor's response to Item 2.1.1, attached hereto as "Exhibit B";

ARTICLE 3 – TERM OF AGREEMENT

3.1 Subject to authorized adjustments, the Term of this Agreement shall have an initial term of three (3) years with an option to renew for an additional three (3) year term..

3.2 When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform Services or any portion thereof, the City may request that the Contractor, within a reasonable time frame set forth in the City's request, provide adequate assurances to the City in writing, of Contractor's ability to perform in accordance with terms of this Agreement. In the event that the Contractor fails to provide the City the requested assurances within the prescribed time frame, the City may treat such failure as a repudiation or breach of the Agreement, and resort to any remedy for breach provided for in this Agreement or at law.

ARTICLE 4 – COMPENSATION

4.1 Compensation for services shall be as per outlined in Contractors response their response, attached as Exhibit B. The City would prefer payment made via City's credit card.

ARTICLE 5 – SCOPE OF SERVICES

5.1 Contractor shall provide all labor, supervision, materials, equipment, tools, services, monitoring and expertise necessary for the completion of Services, in accordance with the specifications, terms and conditions contained in the Contract Documents. Contractor shall perform the Services in accordance with that degree of care and skill ordinarily exercised by reputable members of its profession.

5.2 This contract has been enhanced to include other City services as required, i.e., storm water or other related public works projects as awarded by the City Council.

5.3 Contractor represents and warrants to the City that: (i) Contractor possesses all qualifications, licenses and expertise required for the provision of Services, with personnel fully licensed by the State of Florida; (ii) Contractor is not delinquent in the payment of any sums due the City, including payment of permit fees, local business taxes, or in the performance of any obligations to the City; (iii) All personnel assigned to perform work shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; (iv) the Services will be performed in the manner and at such times and locations as described by the City for the budgeted amount; and (v) The person executing this Agreement on behalf of the Contractor is duly authorized to execute same and fully bind Contractor as a party to this Agreement.

5.4 Contractor agrees and understands that: (i) any and all subcontractors used by Contractor shall be paid by Contractor and not paid directly by the City; and (ii) any and all liabilities regarding payment to, or use of subcontractors for any of the work related to this Agreement, shall be borne solely by Contractor.

5.5 Contractor warrants that any and all work, materials, services or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result, will be supplied by the Contractor at its own cost, whether or not specifically called for.

5.6 The Services shall be completed by the Contractor to the satisfaction of the City. The City shall make decisions on all claims regarding interpretation of the Agreement and on all other matters relating to the execution, progress and quality of the Services.

ARTICIAL 6 – CITY'S TERMINATION RIGHTS

6.1 The City shall have the right to terminate this Agreement, in its sole discretion at any time, with or without cause, upon fifteen (15) days written notice to Contractor. In such event, the City shall pay Contractor compensation for Services rendered prior to the effective date of termination. The City shall not be liable to Contractor for any additional compensation, or for any consequential or incidental damages.

ARTICLE 7 – INDEPENDENT CONTRACTOR

7.1 Contractor has been procured and is being engaged by the City as an independent contractor, and not as an agent or employee of the City. Accordingly, Contractor shall not attain, not be entitled to, any rights or benefits under the Ordinances of the City, nor any rights generally afforded classified or unclassified employees of the City.

Contractor further understands that Florida workers' compensation benefits available to employees of the City, are not available to Contractor. Therefore, Contractor agrees to provide workers' compensation insurance for any employee or agent of Contractor rendering services to the City under this Agreement.

ARTICLE 8 – CONFLICTS OF INTEREST

8.1 The Contractor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Agreement.

8.2 Contractor covenants that no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Agreement has any personal financial interest, directly or indirectly with Contractor. Contractor further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed.

ARTICLE 9 – DEFAULT

9.1 If Contractor fails to comply with any term or condition of this Agreement, or fails to perform any of its obligation hereunder, then Contractor shall be in default. The City shall have the right to terminate this Agreement, in the event Contractor fails to cure a default within ten (10) business days after receiving Notice of Default. Contractor understands and agrees that termination of this Agreement under this section shall not release Contractor from any obligations accruing prior to the effective date of termination.

ARTICLE 10 – NOTICES

10.1 All notices, demands, correspondence and communication between the City and Contractor shall be deemed sufficiently given under the terms of this Agreement when delivered by personal service, faxed, or dispatched by mail or certified mail, addressed as follows:

To CONTRACTOR:

RCM Utilities
100 West Mills Avenue
Eustis, FL 32726

To CITY:

City of Zephyrhills
ATTN: City Manager
5335 8th Street
Zephyrhills, Florida 33542

And,

City of Zephyrhills
ATTN: City Attorney
5335 8th Street
Zephyrhills, Florida 33542

10.2 Either Party may at any time designate a different address and/or contact person by giving notice as provided above to the other Party. Such notices shall be deemed given upon receipt by the addressee.

10.3 In the event there is a change of address and the moving Party fails to provide notice to the other Party, then notice sent as provided in this Article shall constitute adequate notice.

ARTICLE 11 – PUBLIC RECORDS

11.1 **IF THE CONSULTANT/CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 813-780-0000, EXT. 3543 OR CITYCLERK@CI. ZEPHYRHILLS.FL.US OR CITY CLERK, CITY OF ZEPHYRHILLS, 5335 EIGHTH STREET, ZEPHYRHILLS, FLORIDA 33542.**

ARTICLE 12 – INDEMNIFICATION

12.1 Contractor/Vendor shall defend, indemnify and hold harmless the City of Zephyrhills and all of the City of Zephyrhills's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of Contractor/Vendor, its officers, agents or employees in performance or non-performance of its obligations under the Agreement. *Contractor/Vendor* recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the City of Zephyrhills when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City of Zephyrhills in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve Contractor/Vendor of its liability and obligation to

defend, hold harmless and indemnify the City of Zephyrhills as set forth in this article of the Agreement.

Nothing herein shall be construed to extend the City of Zephyrhills's liability beyond that provided in section 768.28, Florida Statutes.

ARTICLE 13 – INSURANCE

Insurance. Contractor/Vendor shall, at its sole cost and expense, procure and maintain throughout the term of this contract, Comprehensive General Liability and Worker's Compensation insurance, including Employer Liability insurance, with minimum policy limits of $ 1,000,000(this could be $2,000,000 depending on the amount of the contract) Combined Single Limits, or to the extent and in such amounts as required and authorized by Florida law, and will provide endorsed certificates of insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and naming the City of Zephyrhills as a named, additional insured, as well as furnishing the City of Zephyrhills with a certified copy, or copies, of said insurance policies. Certificates of insurance and certified copies of these insurance policies must accompany this signed contract. Said insurance coverages procured by Contractor/Vendor as required herein shall be considered, and Contractor/Vendor agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self–insurance, available to the City of Zephyrhills, and that any other insurance, or self-insurance available to the City of Zephyrhills shall be considered secondary to, or in excess of, the insurance coverage(s) procured by Contractor/Vendor as required herein.

Nothing herein shall be construed to extend the City of Zephyrhills's liability beyond that provided in section 768.28, Florida Statutes.

Builders' Risk — If this Contract includes: (1) construction of a new above-ground structure or structures, or (2) any addition(s), improvement(s), alteration(s), or repair(s), to an existing above-ground structure or structures, or (3) the installation of machinery or equipment into an existing structure or structures, the Contractor shall provide, in a policy acceptable to the City, "all risk" (i.e. Special Form) property insurance on any such construction, additions, machinery or equipment. The amount of the insurance shall be no less than the estimated replacement value at the time of the City's final acceptance of such new structures, addition(s), improvement(s), alteration(s), repair(s), machinery or equipment. The coverage shall not be subject to any restriction with respect to occupancy or use by the City and, subject to thirty (30) days' prior written notice to the City shall remain in full effect until final acceptance by the City. In addition, the City, the Professional, and the Contractor's subcontractors of any tier, shall be additional insureds on this policy. The insurance shall include a deductible no greater than one percent (1%) of the Contract amount, or $25,000, whichever is smaller, for which the Contractor shall be responsible. The risk of loss whether insured or not shall remain with the Contractor until final acceptance. Upon request, Contractor shall furnish to the City complete copies of the insurance policy.

ARTICLE 14 – FORCE MAJEURE

14.1 A "Force Majeure Event" shall mean an act of God, act of governmental body or military authority, fire, explosion, power failure, flood, storm, hurricane, sink hole, other natural disasters, epidemic, riot or civil disturbance, war or terrorism, sabotage, insurrection, blockade, or embargo. In the event that either Party is delayed in the performance of any act or obligation pursuant to or required by the Agreement by reason of a Force Majeure Even, the tme for required completion of such act or obligation shall be extended by the number of days equal to the total number of days, if any, that such Party is actually delayed by such Force Majeure Event.

The Party seeking delay in performance shall give notice to the other Party specifying the anticipated duration of the delay, and if such delay shall extend beyond the duration specified in such notice, additional notice shall be repeated no less than monthly so long as such delay due to a Force Majeure Event continues. Any Party seeking delay in performance due to a Force Majeure Event shall use its best efforts to rectify any condition causing such delay and shall cooperate with the other Party to overcome any delay that has resulted.

ARTICLE 15 – MISCELLANEOUS PROVISIONS

15.1 No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

15.2 All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in the Contract Documents, shall survive final payment, completion and acceptance of the Services and termination or completion of the Agreement.

15.3 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word, or phrase shall be deemed modified to the extent necessary in order to confirm with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

15.4 Services shall not be subcontracted, transferred, conveyed, or assigned under this Agreement in whole or in part to any other person, firm or corporation without the prior written consent of the City.

15.5 The City is exempt from Federal Excise and State taxes. The applicable tax exemption number or certificate shall be made available upon request.

15.6 This Agreement constitutes the sole and entire agreement between the Parties. No modification or amendments hereto shall be binding on either Party unless in writing and signed by both Parties.

15.7 This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue in any proceedings between the Parties shall be in Pasco County, Florida.

15.8 The City reserves the right to audit the records of the Contractor covered by this Agreement at any time during the provision of Services and for a period of three (3) years after final payment is made under this Agreement.

15.9 The Contractor agrees that it shall not discriminate as to race, sex, color, creed, national origin, or disability, in connection with its performance under this Agreement.

15.10 The professional services to be provided by Contractor pursuant to this Agreement shall be non-exclusive, and nothing herein shall preclude the City from engaging other firms to perform Services.

15.11 This Agreement shall be biding upon the Parties herein, their heirs, executors, legal representatives, successors and assigns.

15.12 The Contractor agrees to comply with and observe all applicable federal, state, and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

15.13 All other terms and conditions set forth in the Contract Documents which have not been modified by this Agreement, shall remain in full force and effect.

15.14 In the event of any dispute arising under or related to this Agreement, the prevailing Party shall be entitled to recover all actual attorney fees, costs and expenses incurred by it in connection with that dispute and/or the enforcement of this Agreement, including all such actual attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

15.15 This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties have executed this agreement on the day written above.

Signed, Sealed and Delivered
In the presence of:

Witness

Witness

CITY OF ZEPHYRHILLS

Kenneth M. Burgess, Jr., Council President

Attest:
Lori L. Hillman, City Clerk

CITY OF ZEPHYRHILLS PASCO COUNTY FLORIDA

Signed, Sealed and Delivered
In the presence of:

Witness John C. Riggs

Witness Melissa Moss

RCM UTILITIES

By: _____
Name: Christopher R. Creech
Title: Manager

Exhibit A

SUBMIT BID RESPONSE TO:		REQUEST FOR PROPOSAL
CITY OF ZEPHYRHILLS ATTN: PURCHASING DEPT 5335 8TH STREET ZEPHYRHILLS, FL 33542		Response Acknowledgement
PURCHASING AGENT: Karen Miller Phone: 813-780-0000 x3536 Email: Purchasing1@ci.zephyrhills.fl.us	**AN EQUAL OPPORTUNITY EMPLOYER** FLORIDA TAX EXEMPT #85-8012740166C-4 FEDERAL IDENTIFICATION NUMBER #59-6000455	

BID/PROPOSAL DOCUMENTS MAY BE OBTAINED AT:

BidNet Direct, https://www.bidnetdirect.com/

City of Zephyrhills-City Hall-Purchasing, 5335 8th Street, Zephyrhills, Florida 33542

BID/PROPOSAL NUMBER	DISTRIBUTION DATE	BID/PROPOSAL TITLE	BID/PROPOSAL RESPONSES OPENING DATE/TIME
35-19-01	June 21, 2019	Water & Wastewater Misc Construction/Maintenance Services	Friday -July 26, 2019 - 3 PM

PRE CONFERENCE DATE/TIME/LOCATION ☒ Strongly Recommended ☐ None

DATE: Friday - June 28, 2019 **TIME:** 10:00 AM

City of Zephyrhills City Hall Council Chambers, 5335 8th Street, Zephyrhills, FL

RESPONSES RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED

VENDOR MUST COMPLETE THE BELOW AREAS AND RETURN FORM, NOTARIZED. FORM IS REQUIRED.

RESPONDER'S NAME/ADDRESS:

If returning as a "NO" state reason:

TELPHONE NUMBER:

EMAIL ADDRESS:

I certify this Response is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a Response for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to all conditions of this Bid/Proposal and certify that I am authorized to sign this Response for the company. In submitting a Response to the City of Zephyrhills the Responder offers and agrees that if this Response is accepted, the Company will convey, sell, assign or transfer to the City of Zephyrhills all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Zephyrills. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Company.

FEDERAL EMPLOYER ID NUMBER OR SS NUMBER:

X

AUTHORIZED SIGNATURE

PRINTED NAME/TITLE

THIS FORM MUST BE NOTARIZED BELOW

Sworn to and subscribed to me this ___ day of _____, 2019

Personally known: ☐ Or produced identification: ☐

Type of ID: _____

_____ _____

Notary Signature State

My commission expires: _____

AFFIX NOTARY STAMP BELOW

BONDS

THE CITY OF ZEPHYRHILLS RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, TO WAIVE INFORMALITIES, AND TO ACCEPT ALL OR ANY PART OF ANY RESPONSE/PROPOSAL AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY UNLESS OTHERWISE NOTED, PAYMENT OF GOODS OR SERVICES PROVIDED AS A RESULT OF THIS SOLICITATION WILL BE MADE PER FLORIDA STATUTE. ALL VENDORS MUST SUBMIT A COMPLETED W-9 FORM.

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City of Zephyrhills
RFP Response Form

PROJECT IDENTIFICATION NUMBER: 35-19–01
PROJECT NAME: Water & Wastewater Miscellaneous Construction Services
RFP DEADLINE: July 26, 2019 by 3 PM

The undersigned, hereby declares that no person or other persons other than the undersigned are interested in this RFP, as Principal, and this response to request for proposal is made without collusion with others; and that we have carefully read and examined the specifications, and with full knowledge of all conditions under which the services herein is contemplated must be furnished, hereby proposed and agree to furnish this service according to the requirements set out in the specifications for said purchase and service.

Federal Employer Identification Number: _____

Required Documents:

- ☐ **RFP Acceptance**
- ☐ **Drug Free Workplace Form**
- ☐ **Non-Collusive Affidavit**
- ☐ **Public Entity Crimes**
- ☐ **Addenda Receipt Acknowledgement**
- ☐ **E-Verify**
- ☐ **TAB 3-References**
- ☐ **TAB 5-Equipment List**
- ☐ **RFP Cover Response Form**
- ☐ **Firm Data Sheet**
- ☐ **Firm Data Sheet-Sub Consultant**
- ☐ **Fee Proposal Form**
- ☐ **TAB 1-Licenses**
- ☐ **TAB 2-Resume**
- ☐ **TAB 4-Office Location**

FIRM NAME: _____

SUBMITTER'S NAME/TITLE: _____

ADDRESS: _____

TELEPHONE NUMBER _____ FAX _____

EMAIL ADDRESS _____

Firm Representative Signature: _____ Date _____

Notary or Corporate

SECTION 1

1.0 INTRODUCTION TO REQUEST FOR PROPOSALS

1.1 Invitation: The City of Zephyrhills (the "City"), invites responses ("Responses") which offer to provide the services described in Section 2.0: "Scope of Services."

1.2 Agreement Terms and Conditions: The Proposer(s) selected to provide the service(s) requested herein (the "Successful Proposer(s)") shall be required to execute an Agreement with the City. In the event that the proposer to whom the contract is awarded does not execute a contract within **thirty (30)** days after such award, the City of Zephyrhills may give notice to such proposer of intent to award the contract to the next ranked proposer, or to call for new proposals.

After a contract is signed, failure to comply with any of the terms and conditions of this RFP by the awarded firm will be cause for termination of the **"Water & Wastewater Miscellaneous Construction Services"**.

1.3 Additional Information or Clarification: Requests for additional information or clarifications must be made in writing and Proposers may e-mail their requests for additional information or clarifications in accordance with Article 1.4 **Cone of Silence**. The cone of silence is applied to all communications concerning any bid, RFP and/or RFQ before intent to award is issued. All communications are to be directed to the Purchasing Agent, Karen Miller at purchasing1@ci.zephyrhills.fl.us. Any request for additional information or clarification must be received in writing **no later than Friday, July 19, 2019 by 3:00 PM.**

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Response Submission Date. Proposers should not rely on any representations, statements or explanations other than those made in this RFP or in any written addendum to this RFP. Where there appears to be conflict between the RFP and any addenda issued, the last addendum issued shall prevail.

It is the Proposer's responsibility to assure receipt of all addenda. Proposer shall acknowledge receipt of all addenda in their cover letter or addenda form.

1.4 Award of Agreement: An Agreement may be awarded to the Successful Proposer(s) by the City Council as applicable, based upon the requirements reflected herein. The City reserves the right to execute or not execute, as applicable, an Agreement with the Successful Proposer(s) that is determined to be in the City's best interest.

1.5 Agreement Execution: By submitting a Response, the Proposer(s) agree to be bound to and execute the Agreement for: **Water & Wastewater Miscellaneous Construction Services**. Without diminishing the foregoing, the Proposer may request clarification and submit comments or proposed revisions to the language concerning the Agreement for City's consideration. Any such comments or proposed revisions identified after the Response has been received need not be considered by the City. None of the foregoing shall preclude the City from seeking to negotiate changes to the Agreement during the negotiation process.

1.6 Response Package: Careful attention must be given to all requested items contained in this RFP. Proposers are invited to submit Responses in accordance with the requirements of this RFP. **PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A RESPONSE**. Proposers shall make the necessary entry in all blanks and forms provided for the Response.

1.6.1 Each response submitted for evaluation must meet the requirements specified in the RFP.

1.6.2 Failure to submit all required items in the manner specified may result in your submittal being found unacceptable.

1.6.3 Any submittal found unacceptable will not be considered for selection for this project.

1.7 Changes/Alterations: Proposer may change or withdraw a Response at any time prior to Response Submission Deadline. All changes or withdrawals shall be made in writing to the Purchasing Agent. Oral/Verbal modifications will not be allowed. Written modifications will not be accepted after the Response deadline.

1.8 Discrepancies, Errors, and Omissions: Any discrepancies, errors, or ambiguities in the RFP or addenda (if any) should be reported in writing to the City of Zephyrhills Purchasing Agent in the manner prescribed in RFP Section 1.3. Should it be necessary, the City will issue a written addendum to the RFP clarifying such conflicts or ambiguities.

1.9 Disqualification: The City reserves the right to disqualify Responses before or after the submission date, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer. It also reserves the right to waive any immaterial defect or informality in any Response; to reject any or all Responses in whole or in part, or to reissue a Request for Proposal.

1.10 Reject Proposals: The City of Zephyrhills reserves the right to reject any or all proposals, waive informalities, request additional information and to negotiate a contract with the most qualified firm for these services at compensation which the agency determines is fair, competitive and reasonable in keeping with the best interests of the City.

1.11 Proposer's Expenditures: Proposers understand and agree that any expenditure they make in preparation and submittal of Responses or in the performance of any services requested by the City in connection with the Responses in response to this RFP are exclusively at the expense of the Proposers. The City shall not pay or reimburse any expenditure or any other expense incurred by any Proposer in preparation of a Response or anticipation of an Agreement award or to maintain the approved status of the Successful Proposer(s) if an Agreement is awarded.

1.12 Compliance with Applicable Law: The laws of the State of Florida shall govern the agreement. Comply with all applicable federal, state, county and municipal laws, ordinances, regulations and rules related to the services to be performed thereunder. Conduct no activity or provide any service that is unlawful or offensive.

1.13 Conflicts of Interest: No firm shall be eligible for selection on any project and no work shall be assigned to a firm which conflicts with or is duplicative of any work by the firm or any affiliated business entity, including, but not limited to, partnerships, joint ventures, and subsidiaries of the same parent corporation or firm.

1.14 Indemnification and Insurance Requirements

1.14.1 Indemnification: Contractor/vendor shall defend, indemnify and hold harmless the City of Zephyrhills and all of the City of Zephyrhills's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of contractor/vendor, its officers, agents or employees in performance or non-performance of its obligations under the Agreement generated from this solicitation. Contractor/vendor recognizes the broad nature of this indemnification and hold harmless cause, as well as the provision of a legal defense to the City of Zephyrhills when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City of Zephyrhills in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the

termination of the Agreement from this solicitation. Compliance with any insurance requirements required elsewhere within the Agreement shall not relieve the contractor/vendor of its liability and obligation to defend, hold harmless and indemnify the City of Zephyrhills as set forth in this article of the Agreement.

It is further agreed that liability and exposure for indemnification (including, but not limited to the amounts of any indemnification owed by a governmental entity) will be limited to and governed by the provisions of Section 768.28(5), Florida Statutes

The City shall also be held harmless against all claims for financial loss with respect to the provision of or failure to provide professional or other services resulting in professional malpractice, or errors or omissions liability arising out of performance of the agreement or contract, unless such claims are a result of the city's own negligence.

1.14.2 Insurance:

Contractor/vendor shall, at its sole cost and expense, procure and maintain throughout the term of the contract, Comprehensive General Liability and Worker's Compensation insurance, including Employer Liability insurance, with minimum policy limits of $1,000,000 (this could be $2,000,000 depending on the amount of the contract) combined Single Limits, or to the extent and in such amounts as required and authorized by Florida law, and will provide endorsed certificates of insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and naming the City of Zephyrhills as a named, additional insured, as well as furnishing the City of Zephyrhills with a certified copy, or copies, of said insurance policies. Certificates of insurance and certified copies of these insurance policies must accompany the signed contract. Said insurance coverages procured by the contractor/vendor as required herein shall be considered, and the contractor/vendor agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the City of Zephyrhills, and that any other insurance, or self-insurance available to the City of Zephyrhills shall be considered secondary to, or in excess of, the insurance coverage(s) procured by the contractor/vendor as required.

This RFP/contract will also include either proof the contractor is covered by a pollution policy for $1,000,000 for each pollution condition or listed under the coverage for the City as coverage. Proof of coverage will be required.

Nothing shall be construed to extend the City of Zephyrhills's liability beyond that provided in section 768.28, Florida Statutes.

Builders' Risk Coverage: ***For any contracts that may apply to the following in the first sentence should also include statement below.*** If this solicitation includes: (1) construction of a new above-ground structure or structures, or (2) any addition(s), improvement(s), alteration(s), or repair(s), to an existing above-ground structure or structures, or (3) the installation of machinery or equipment into an existing structure or structures, the Contractor shall provide, in a policy acceptable to the City, "all risk" (i.e., Special Form) property insurance on any such construction,

additions, machinery or equipment. The amount of the insurance shall be no less than the estimated replacement value at the time of the City's final acceptance of such new structures, addition(s), improvement(s), alternation(s), repair(s), machinery or equipment. The coverage shall not be subject to any restriction with respect to occupancy or use by the City and, subject to thirty (30) days' prior written notice to the City shall remain in full effect until final acceptance by the City. In addition, the City, the Professional, and the Contractor's subcontractors of any tier, shall be additional insureds on this policy. The insurance shall include a deductible no greater than one percent (1%) of the Contract amount, or $25,000, whichever is smaller, for which the Contractor shall be responsible. The risk of loss whether insured or not shall remain with the Contractor until final acceptance. Upon request, Contractor shall furnish to the City complete copies of the insurance policy.

1.15 Termination (Cause and/or Convenience).

1.15.1 This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than thirty (30) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party prior to termination.

1.15.2 This contract may be terminated in whole or in part in writing by the local government for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in 1(a) above.

1.15.3 If termination for default is effected by the local government, an equitable adjustment in the price for this contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the contractor/vendor at the time of termination may be adjusted to cover any additional costs to the local government because of the contractor's or vendor's default.

If termination for convenience is effected by the local government, the equitable adjustment shall include a reasonable profit for services or other work performed for which profit has not already been included in an invoice.

For any termination, the equitable adjustment shall provide for payment to the contractor/vendor for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, by the contractor/vendor relating to commitments (e.g., suppliers, subcontractors) which had become firm prior to receipt of the notice of intent to terminate.

1.15.4 Upon receipt of a termination action under paragraphs (a) or (b) above, the contractor/vendor shall (1) promptly discontinue all affected work (unless the notice directs otherwise) and (2) deliver or otherwise make available to the local government all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the

contractor/vendor in performing this contract, whether completed or in process.

1.15.5 Upon termination, the local government may take over the work and may award another party a contract to complete the work described in this contract.

1.15.6 If, after termination for failure of the contractor/vendor to fulfill contractual obligations, it is determined that the contractor/vendor had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the local government. In such event, adjustment of the contract price shall be made as provided in paragraph (c) above.

1.16 RFP TIME TABLE

The anticipated schedule for the RFP and contract approval is as follows:

Distribution/Advertised	June 21, 2019
Pre-Conference	June 28, 2019 10 AM
Questions Deadline	July 19, 2019 3 PM
RFP Deadline	July 26, 2019 3 PM
Review Responses	July 26 thru August 2
Interviews	August 2, 2019 Tentatively
Presented to City Council	August 12, 2019 6 PM

1.17 RFP Availability: RFP documents, plans, addendums can be viewed and downloaded from BidNet Direct at https://www.bidnetdirect.com/florida/cityofzephyrhills or the City Website, www.ci.zephyrhills.fl.us, Government, Purchasing, Vendor Information, click on the link for BidNet. It is your responsibility to ensure you have downloaded all addendums published before the bid opening. You must be a registered vendor for the City of Zephyrhills. Registration is FREE. Your response and all required documentation are to be submitted *(mailed or delivered by the deadline listed in the Time Table)* to the City of Zephyrhills – Purchasing, 5335 8th Street, Zephyrhills, Florida 33542.

Proposal Submission: One original and five copies **(a total of six)** shall be delivered to the City of Zephyrhills, 5335 8th Street, Zephyrhills, FL 33542, prior to the Opening time of **Friday, July 26, 2019 3:00 p.m.**, EDT. Proposals shall not be more than the total pages indicated in Section 3 while still meeting proposal requirements.

The delivery of the proposals to the City of Zephyrhills prior to the specified date and time is solely and strictly the responsibility of the proposing firm. The City shall not, under any circumstances, be responsible for delays caused by the United States Postal Service or any private delivery service, or for other delays. All responses must be manually and duly signed by authorized authority to bind said firm or individual, and Proposer must affix their corporate seal (if any) to the proposal. In the absence of a corporate seal, the proposal must be notarized by a Notary public.

The submittal of a proposal by a preparer will be considered by the City as constituting an offer by the proposer to perform the required services at the stated fees.

Each proposer is solely responsible for the reading and completely understanding the requirement of this RFP. The opening time shall be and must be scrupulously observed. Under no circumstances will proposals delivered after the specified delivery time be considered. Late submissions shall be returned unopened to the firm or individual with the notation "the Proposal was receive after the delivery time designated for the receipt and opening of the proposals."

1.18 Appropriations Clause: The City, as an entity of government, is subject to the appropriation of funds by its legislative body in an amount sufficient to allow continuation of its performance in accordance with the terms and conditions of this contract for each and every fiscal year following the fiscal year in which this contract shall remain in effect. Upon notice that sufficient funds are not available in the subsequent fiscal years, the City shall therefore be released of all terms and other conditions.

1.19 Oral Presentation: A formal oral presentation **may** be required by each firm that is selected during the initial review process (at the sole option of the City). If required, presentations should be in support of the firm's proposal or to exhibit/demonstrate the information contained therein. If the Committee wishes additional clarification of any information or additional information, any of the firms may be requested to submit that information in writing.

1.20 Acceptance of Applicable Policies & Procedures.

1.21.1 Firms responding to this RFP agree by submission of such response to accept and comply with the City policies and procedures that apply to the selection process for this project.

1.21.2 Any concerns, or issues, relating to current policies and procedures may be addressed with City staff, but separate from this selection process.

1.21 The City Manager will appoint a ranking committee who will review and evaluate the qualifications of all interested firms. This committee shall select at least three (3) firms that are licensed in the State of Florida and are otherwise professionally qualified.

The ranking committee will present their recommendations to the City Manager based on their review of the written and interview process. The City Manager will present the Committee's recommendations to the City Council for their approval of the ranking recommendation. A member from the ranking committee will be present to respond to any detailed questions the Council may have. City Council will vote on the Committee's recommendation.

1.22 Written Selection Process.

Step 1. The City's Purchasing will review submittals for responsiveness and responsibility. Those found responsive and responsible based on an initial review shall proceed to Step 2.

Step 2. The City Evaluation Committee comprised of City management and staff will evaluate the proposals using the criteria listed in Section 4.0. Based on the ranking of the written review the top four (4) firms may be requested to participate in the interview process. See Section 1.23. If the Evaluation Committee decides to bypass Section 1.23, then the firms will be ranked (See Section 1.27) and prepared to be presented to the City Manager for presentation to the City Council.

1.23 Formal Interview Evaluation Criteria

- Overall impression of key team members
- Ability to provide service
- Ability of communicate during interview process.
- Effectively respond to questions and problem solve during interview
- Firm's ability to effectively answer questions and problem solve in the meeting
- Overall impression of the firm

1.24 Interview Format. The firms selected to make a presentation to the Evaluation Committee will be notified by the City. Each firm selected for further consideration shall be notified in writing and informed of a place and time for the interview session. The time allotted to each firm for the presentation and interview shall not exceed forty five (45) (5 minutes for setup, 20 minutes for presentation, 5 minutes for questions, and 5 minutes knock-down). All members of the Evaluation Committee will be present during the formal interview.

1.25 Issues to Address at Interview. The intent of the formal interview process is to provide the evaluation committee with in-depth information from the firm in order to make a final selection of the best-suited firm for the contract. Firms should focus their presentations on the detailed plan for the tasks, evaluations, interviews, schedule and quality of the survey and any unique characteristics or services the firm offers.

Firms are discouraged from reviewing company history and past experience evaluated during the written submittals unless this information is relevant to the survey process. All key personnel should be present at the interview.

1.26 Award Criteria. The evaluation committee recommendation will be made from their in depth review of the written proposals; their evaluation of the interview responses based on various criteria including but not limited to:

- Approach to the implementation, performance and satisfaction of City requirements
- Proposal quality and references
- Demonstrated understanding and success of similar projects.
- Ability to perform the work within the stated timeframe.
- Approach to maintenance plan and costs

1.27 Final Evaluation. Upon completion of the evaluation process by the Evaluation Committee, the firms will be ranked in descending order of recommendation. The Evaluation Committee shall present their final ranking to the City Manager for presentation to the City Council for approval of the committee's recommendation. The City will begin negotiations with the number one ranked firm. Should the City be unable to negotiate a satisfactory contract with the top-ranked firm at a price determined to be fair and reasonable, negotiations shall be terminated with that proposer and the City shall initiate negotiations with the second ranked proposer to arrive at an acceptable contract, and so on.

1.29 Exception to the RFP. Proposers may take exceptions to any of the terms of this RFP unless the RFP specially states where exceptions may not be taken. Should a Proposer take exception where none is permitted, the proposal will be rejected as nonresponsive. All exceptions taken must be specific, and the proposer must indicate clearly what alternative is being offered to allow the City a meaningful opportunity to evaluate and rank proposals.

Where exceptions are permitted, the City shall determine the acceptability of the proposed exceptions and the proposals will be evaluated based on the proposals as submitted. The City, after completing evaluations, may accept or reject the exceptions. Where exceptions are rejected, the City may request that the Proposer furnish the services or goods described herein, or negotiate an acceptable alternative.

1.30 Openness of Procurement Process. Written competitive proposals, other submissions, correspondence, and all records made thereof, as well as negotiations conducted pursuant to this RFP, shall I be handled in compliance with Chapters 119 and 286 Florida Statutes. The City gives no assurance as to the confidentiality of any proposal once submitted.

1.31 Cooperative Purchases. This is a cooperative purchase contract. State law allows any government agency and any accredited school in the state to buy off this contract without going to bid, as long as it does not conflict with any of their local regulations.

1.32 Negotiations. The City may award a contract on the basis of initial offers received, without further negotiations, or may negotiate a final contract. Therefore, each initial offer should contain the Proposer's best terms from a cost or price and technical standpoint.

The City reserves the right to enter into contract negotiations with the selected Proposer. If the City and the selected Proposer cannot negotiate a successful contract, the City may terminate said negotiations and begin negotiations with the next selected Proposer. This process will continue until a contract has been executed or all Proposers have been rejected. No Proposer shall have any rights against the City arising from such negotiations.

1.33 Right to Protest. Any actual or prospective Proposer who is aggrieved in connection with the solicitation or award of a contract may seek resolution of its complaints by contacting the City Manager.

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

LORI HILLMAN, CITY CLERK
CITY OF ZEPHYRHILLS
5344 9th STREET
ZEPHYRHILLS, FLORIDA 33542
LHILLMAN@CI.ZEPHYRHILLS.FL.US
813-780-0000

SECTION 2

2.0 RFP SCOPE OF SERVICES

2.1 Introduction. The City of Zephyrhills is seeking the services:

a) Underground utility contractors
b) General contractors
c) Utility electricians
d) Specialty contractors

Contractors are to be licensed in the State of Florida to provide complete contracting services and emergency repair services of a wide variety of water and wastewater utility projects.

2.2 Services shall include but are not limited to:

a) Construction supervision/administration
b) New construction of water/sewer mains, lift stations, manholes, wells and appurtenances.
c) Renovations and retrofits for water and sewer mains lift stations, manholes, wells, water and wastewater treatment plant components and appurtenances, infiltration and inflow removal projects and cleaning and televising sanitary sewer lines.
d) Demolition associated with renovations/retrofits
e) Scheduling work and subcontractors in harmony with the City of Zephyrhills, Florida Operations
f) Estimating cost of future projects
g) Repairs (emergency and non-emergency) of water/sewer mains, lift stations, manholes, valves, master meters, backflow devices, fire hydrants, wells, water and wastewater treatment plant components, and SCADA programming/instrumentation and control work.

2.3 The contractors selected for these services will work with Utilities Owner's Representative in order to successfully develop a strategy for the best approach to successfully complete each project.

2.4 The City will be selecting two (2) firms for these services. The two top rank firms who have a successful negotiation will be awarded the contract.

2.5 Warranty. The selected Contractor(s) will provide the City with a minimum:

a) One (1) year warranty for all service work performed
b) Ten (10) year warranty on all manhole and lift station coating

This warranty will not go into effect until the project has been substantially completed. All work performed will meet or exceed applicable City Technical Standards and/or local County Technical Standards.

2.6 Term of Contract. The contract term is anticipated for the period of thirty six (36) months. This contract can be renewed for an additional one (1) thirty six (36) month period. Should any project that is active extend past the contract termination date, that contract shall be extended until completion of such project.

2.7 Payment and Performance Bonds. Payment and Performance Bond and All Insurance Shall be Secured from or Countersigned by an Agency or Surety Company Recognized in Good Standing and Authorized to do Business in the State of Florida. If at any time the Owner for justifiable cause shall be or become dissatisfied with any Surety, then upon the Performance of Payment Bonds, the Contractor/Vendor shall within five (5) days after notice from the Owner, substitute an acceptable bond (or Bonds) in such form and sum and signed by such other Surety or Sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor/Vendor. No

further payments shall be deemed due and shall not be made until new Surety or Sureties shall have furnished such an acceptable bond to the Owner.

2.8 ADDITIONAL INFORMATION/REQUIREMENTS.

2.8.1 The City shall provide a summary of work ("Work") to one (1) or more of the Contractors selected based upon the specific type of work and estimated dollar value of the project. All such contract activities would be the subject of a signed Contract Work Order with a negotiated fee and format supplemental to a primary contract agreement. No travel time or travel expenses will be considered billable without special prior arrangements. Normal administrative and/or accounting overhead will be considered as covered by the agreed upon hourly rates for direct professional personnel and will not be considered as separately billable.

a) Contractor(s) will respond with a proposal within ten (10) business days. Should the contractor(s) require additional time prior to submission and additional ten (10) business days can be requested. Proposal submittal will not be more than twenty (20) business days after the initial request.

b) The key personnel named in the proposal shall remain responsible for the work throughout the period of the contract. No diversion or replacement may be made without approval by the City.

2.8.2 The City shall not be held liable for any expenses incurred in connection with the preparation of a response to this RFP or for any costs associated with any activities involved in presentations and discussions or in preparations and execution of a contract resulting from this solicitation.

2.8.3 The City places significant value on high quality work and performance, timely access and response, scheduling and cost concerns, risk management/loss prevention, early issue identification, flow of information and communications, congenial working relations, adherence to ethical standards, proactive stand-up accountability and the demonstration of the same.

2.8.4 The purpose and intent of this solicitation is to establish contract arrangements. Any such contract(s) resulting from this solicitation process are intended to cover projects and work currently contemplated but there is no guarantee on the part of the City that such project work will go forward.

SECTION 3

PROPOSAL PACKAGE CRITERIA - Six (6) copies of the firm's response must be submitted. Five (5) copies should be bound and one (1) copy should be unbound but secured with a rubber band, spring clip, etc. Maximum page count should not exceed **32**. Each copy must contain the following:

3.0 Introductory letter, optional, may be provided by the submitting firm. Can be served as a transmittal document. One (1) page maximum. This letter shall not include any information to be considered for evaluation by the Selection Committee.

3.1 **Cover sheet** and Tab Sheets of your response *(Not part of the page count)*

3.2 The **TABLE OF CONTENTS FOR Water & Wastewater Misc Construction/Maintenance Services RESPONSE** is to be completed by the submitting firm and included in the bound copies of the firm's response. *(Not part of the page count)*

3.2.1 Response materials shall be arranged in the order indicated on the TABLE OF CONTENTS.

3.2.2 The submitting firm is to include the appropriate page numbers to indicate the location for each of the listed items.

3.2.3 The **FIRM DATA SHEET** for the prime firm only.

3.2.4 Package should include:

TAB 1. Proposer's credentials & previous performance on similar jobs

(Maximum 30 Points). Proposers shall provide, in detail their credentials for providing construction services for water and wastewater utility projects and any information that documents successful and reliable experience in past performance, especially those performances related to the requirements of this RFP. Include a description of the proposer's business history and number of years in operation. **Must include copies of General Contractor and Underground Contractor licenses.**

TAB 2. Staff Credentials and Resumes

(Maximum 10 Points). The proposer shall include the name, title, address and telephone number of persons who will both manage and be assigned to perform services under the proposal. A signed one (1) page resume, including references, detailing educational qualifications and previous work assignments related to this Request for Proposal for each person who will perform the services required shall be included. Failure to do so may be cause for rejection of the proposal. Credentials will be subject to verification.

In the event there should be a change in the person(s) names assigned to perform the services under this contract, the contractor shall submit, for approval to the City, the credentials and resumes of the person(s) the contractor wishes to perform the services under this contract

FIELD FOREMAN MINIMUM REQUIREMENTS:

- ☐ 5 YEARS EXPERIENCE AS FOREMAN OR SUPERVISOR
- ☐ MANHOLE AND WET WELL SEWPERCOATING FOREMAN TO HAVE 5 YEARS EXPERIENCE

TAB 3. References

(Maximum 30 Points) A list of five (5) applicable customer references is to be provided who have contracted for similar services offered by the proposer, which is considered identical or similar to the requirements of this Request for Proposal. Failure to do so may be cause for rejection of the proposal. The list shall include:

a. Company name and address.
b. Contracting officer and telephone number.
c. Technical representative and telephone number.
d. A brief, written description of the project.

Failure to provide complete and accurate client information, as specified here, may result in the disqualification of your proposal

TAB 4. Office Location. **(Maximum 10 Points)**. Rating will be based on ease of contract administration and responsiveness. The proposer with all key personnel located within two (2) hours of the City of Zephyrhills.

TAB 5. Responsiveness/Availability of Equipment. **(Maximum 10 Points).** Proposer shall submit a complete list of all equipment owned by their firm to include the location of the yard where the equipment is stored when not in use.

TAB 6. Hourly Rates and Equipment Rates. **(Maximum 10 Points).** Proposer shall submit a list of hourly rates for personnel and hourly/daily/weekly/monthly rates for equipment for emergency work and planned Not-to-Exceed work. Proposer shall also identify the percentage markup charged on materials, subcontracted labor, etc.

- ❑ Must include list of equipment owned
- ❑ Is office facility owned or rented

TAB 7. Acceptance of Conditions. Indicate any exceptions to the general terms and conditions of the RFP, and to insurance requirements or any other requirements listed in the RFP. If no exceptions are indicated in this tabbed section, it will be understood that no exceptions to these documents will be considered after the award, or if applicable, during negotiations.

Exceptions taken by a proposer may result in evaluation point deduction(s) and/or exclusion of proposal for Selection Committee consideration, depending on the extent of the exception(s). Such determination shall be at the sole discretion of the City

TAB 8. Required Forms-In addition to above *(Not part of the page count)*

- ❑ Proposer's Checklist
- ❑ Firm Data Sheet
- ❑ Firm Data Sheet-Subcontractor
- ❑ Drug Free Workplace
- ❑ Statement of No Response
- ❑ E-Verify
- ❑ RFP Acceptance
- ❑ Public Entity Crimes
- ❑ Addenda
- ❑ Non-Collusive Affidavit

3.4 **Financial Capacity TAB 9**. Provide documentation of your firm's financial stability and sufficient financial capability to complete a project of this scope, as follows: (4) page maximum

3.4.1 Financial Stability. Provide summary certified financial statements demonstrating the tangible net worth of your firm, current operating cash balances, bank lines of credit and contingent liabilities.

3.4.2 Ownership. Provide information on the form of ownership, principal owners, length of ownership; if there are any pending changes to the company's ownership, identify the nature of these changes.

3.5 The response information should be included on either the forms provided in this RFP, or a reasonable facsimile of the provided forms. Firms choosing to use reasonable facsimiles of required forms should maintain both the format and content of the provided forms.

SECTION 4 - EVALUATION CRITERIA & RANKING PROCESS

4.1 General Ranking. The evaluation and ranking of all Competitive proposals received shall be accomplished utilizing the criteria described in this Section.

4.2 Selection Criteria. All proposals shall be equally evaluated with respect to the completeness of the data provided, support for all claims made, and the overall approach taken. The following criteria shall be utilized in the evaluation of the proposal:

30	Credentials & Previous Performance on Similar Jobs
10	Staff Credentials & Resumes
30	References
10	Office Location
10	Responsive & Availability of Equipment
10	Hourly Rates for Personnel & Equipment
100	*Ranking based on 100 point system-maximum*
-5	Missing Documentation

SECTION 5 - FORMS

APPLICANT FIRM NAME: _____

ADDRESS: _____

_____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

FEIN NUMBER: _____

CONTACT PERSON/TITLE: _____

_____

Type Ownership: _____

Submittal for _____ Parent Company
_____ Branch or Subsidiary

Parent Company, if any: _____

Former Parent Company/Companies:

_____

_____

Name/Title/Phone Number of two Principals in the firm:

_____

_____

Present Offices: City/State/Number of personnel for each:

_____

_____

SUBCONTRACTOR:

Firm Name and Address	Services to be Provided
1.	1.
2.	2.
3.	3.
4.	4.
5.	5.

DRUG-FREE WORKPLACE FORM

The undersigned vendor, in accordance with Florida Statute 287.087, hereby certifies that _____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or pleas of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

_____
Bidder's Signature

_____
Date

PUR062.036
re. 10/97

CITY OF ZEPHYRHILLS

STATEMENT OF NO BID

If you do not intend to bid, please complete the information below and return this form with the bid title and number clearly marked on the front of the envelope. Please send the STATEMENT OF NO BID FORM no later than the opening date indicated on the INVITATION TO BID FORM.

Please be advised that if the NO BID STATEMENT is not executed and returned your name may be deleted from the list of qualified bidders for the City of Zephyrhills.

We decline to submit a bid for the following reasons:

- ☐ Unable to meet Bond or Insurance requirements.
- ☐ Unable to meet specifications; we do not offer this product or an equivalent.
- ☐ Specifications are unclear, specialty items are too intricate.
- ☐ Insufficient time to respond; our schedule will not permit us to perform.
- ☐ Reason for declining on attached sheet.

Company Name: _____ Date: _____

Telephone Number: _____ Signature: _____

Return completed form to: City of Zephyrhills, Purchasing Department
5335 8th Street
Zephyrhills, FL 33542

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
(print name of the public entity)

by_____
(print individual's name and title)

for_____
(print name of entity submitting sworn statement)

whose business address is

_____

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is_____

(If the entity has no FEIN, include the Social Security Number of the individual

signing this sworn statement:_____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes means:

    1. A predecessor or successor of a person convicted of a public entity crime; or
    2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors,

executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

_____Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

Sworn to and subscribed before me this _____ day of _____, 20__.

Personally known_____

Or Produced identification_____
Notary Public – State of _____

_____
My commission expires_____
(Type of Identification)

_____
(Printed, Typed or stamped commissioned name of notary public)
Form PUR 7068 (Rev. 06/18/92)

Addenda Receipt Acknowledgment

Addendum #_____ Date _____ Initials_____

Addendum #_____ Date _____ Initials_____

Addendum #_____ Date _____ Initials_____

Addendum #_____ Date _____ Initials_____

Firm Representative:

_____

Signature/Date **(Executed by Corporate Authority)**

NON-COLLUSIVE AFFIDAVIT

State of Florida
County of _____

_____, being first duly sworn, deposes and says that he/she is

_____, the party making the fore-going submittal of qualifications or bid that such
submittal
(partner or officer of the Firm, etc)

Or bid is genuine and not collusive or sham; that said Firm has not colluded, conspired, connived or agreed, directly or indirectly, with any Firm or person, to put in a sham response or to refrain from responding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to secure any advantage against the City of Zephyrhills of any person interested in the proposed contract; and that all statements in said response are true.

_____
Officer

_____ *(Company Name)*

State of Florida
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____
by

_____ *(name and title of corporate officer)*
of _____ *(Name of Corporation),*
a _____ *(state or place of incorporation)* corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ *(Identification type)* as identification.

_____ *(Signature line for notary public)*

_____ *(Name of notary type, printed or stamped)*

_____ *(Title or rank)*

My commission expires: _____
Serial number, if any _____

E-VERIFY

RFP No: 35-19-01
Project Description: Water & Wastewater Misc Construction /Maintenance Services

Vendor/Consultant acknowledges and agrees to the following:

Vendor/Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;

1. all persons employed by the Vendor/Consultant during the term of the Contract to perform employment duties within Florida; and
2. all persons, including subcontractors, assigned by the Vendor/Consultant to perform work pursuant to the contract with the City of Zephyrhills.

Company/Firm: _____

Authorized Signature: _____

Title: _____

Date: _____

RFP ACCEPTANCE

I acknowledge and understand the requirements set forth in RFP 35-19-01 Water & Wastewater Misc Construction/Maintenance Services.

_____ _____
Authorized Signature Date

_____
Printed Name

_____
Company Name

In witness whereof, the above submitted has hereunto set his signature and affixed his seal this _____ day of _____A.D. 2019

_____(Seal) By:_____
Title:_____

Labor/Equipment Rates Form

RFP 35-19-01 Water & Wastewater Misc Construction/Maintenance Services

LABOR and EQUIPMENT RATES	RATES	
	WORKING HOURS	AFTER HOURS
Supervisor		
Foreman		
Helper - Labor Only		
Helper with Truck/Trailer		
Backflow Technician		
Other: (EXPLAIN)		
Please provide when after hours would apply		

EQUIPMENT RATES	SET UP FEE	HOURLY	DAILY	WEEKLY	MONTHLY	OWNED or RENTED	
						O	R
Mini Excavator with Operator							
Back Hoe with Operator							
Vac Truck - 2 Man Crew							
CCTV Camera Trailer with Operator							
Tractor with Bucket with Operator							
4" Sewage Bypass Pump with Hoses							
Bypass Pump Fuel Additional							
1500 Gallon Temporary Hydro Tank							
3000 Gallon Temporary Hydro Tank							
10000 Gallon Temporary Hydro Tank							
Aerator for Ground Storage Tank							
13000 Watt Generator							
Infiltrator MH Leak Stop Plus Labor							
Portable Concrete Mixer with Crew							
Metal Fabrication/Welding Lead Man							
Metal Fabrication/Welder							
Sand Blast Trailer Rig with Crew							
Sand Blasting Sand							
Compactor with Operator							
Air Compressor Road Bore							

OTHER RATES	% MARK UP
Materials Purchased for Specific Job	
Materials from Stock	
Subcontract Labor	
Performance and Payment Bond	Cost

Company Name: _____

Authorized Signature/Date: _____

SUBMITTED BY:

RCM UTILITIES
100 WEST MILLS AVENUE
EUSTIS, FL 32726
352-561-2990

RFP 35-19-01
WATER & WASTEWATER MISC. CONSTRUCTION / MAINTENANCE SERVICES

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TAB 1 - CREDENTIALS & PREVIOUS PERFORMANCE

RCM Utilities, LLC has been serving the greater central Florida area in all aspects of the water and wastewater industry for 1 ½ years. We have earned the credibility and trust of our customers through top quality, on time performance, coupled with excellent customer service and management skills.

RCM Utilities has provided services and has experience in the following types of water and wastewater work:

Lift station rehabilitation, installation, inspection & repair
Water treatment plant rehabilitation, new construction & repair
Wastewater treatment plat rehabilitation, new construction & repair

Examples of successfully and reliably completed construction services for water and wastewater utility projects include:

Hawthorne – Remove & replace High Service Pump at WTP – September 2018
Hawthorne – Installation of water main line valves – October 2018
City of Tavares – Lift Station #9 Rehab – April 2019
City of Tavares – Lift Station #47 – July 2019
City of Groveland – Lift Station #16 – June 2019
The Villages CPM – SEWWCA IPS #2 - June 2019
The Valley MHP – Replace Hydro Pneumatic Tank at WTP – July 2019
Saddle Oak Club MHP – Replace Generator and auto transfer switch to WTP – July 2019

RCM is staffed, equipped, and experienced to perform new construction of water / sewer mains, lift stations, manhole, well and appurtenances as well as renovations and retrofits and repairs emergency and non-emergency.

Licenses and Certifications held by RCM Utilities:

Underground Utility Contractor: CUC1225240
Backflow Prevention Tester – T12-18-8167
Backflow Prevention Assembly Repair & Maintenance
Introduction to Lift Station Electrical Troubleshooting
Department of Transportation Maintenance of Traffic (Intermediate)
Confined Space Entry
Infiltrator Systems Training

RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

CREECH, CHRISTOPHER RYAN

RCM UTILITIES, LLC
419 N GROVE ST
EUSTIS FL 32726

LICENSE NUMBER: CUC1225240

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

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

UF | TREEO Center
UNIVERSITY of FLORIDA

Center for Training, Research and Education for Environmental Occupations

certifies that

Christopher Creech

has satisfactorily completed the
examinations for

Backflow Prevention Tester Re-certification

Certificate of Completion

December 13-14, 2018

American Water Works Association
FloridaSection
Peggy Guingoria

Date issued: 12/14/2018
Certificate No.: T12-18-8167
Expiration: 12/31/2020
Operator Certification Program
Course#: 04191009
CEU's: 0.8

FBPR Construction Licensing Board
Sponsor No.: 0000995
Classroom Hours: 7

Carol Hinton

Carol Hinton, Associate Director

University of Florida TREEO Center • 3900 SW 63 Boulevard • Gainesville, FL 32608-3800 • 352-392-9570 • www.treeo.ufl.edu

UF | TREEO Center
UNIVERSITY of FLORIDA

Center for Training, Research and Education for Environmental Occupations

Christopher Ryan Creech

attended

Introduction to Lift Station Electrical Troubleshooting

April 9-10, 2019

and is awarded this

Certificate of Attendance

Date Issued: **04/10/2019**
TREEO FDEP OCP **04191040**: CEUs **1.6 DW WW DS**
FBPE Provider #: **0004021** : CEHs **16**

Carol Hinton
Carol Hinton, Associate Director

University of Florida TREEO Center • 3900 SW 63 Boulevard • Gainesville, FL 32608-3800 • 352-392-9570 • www.treeo.ufl.edu

RCM UTILITIES

TAB 2 – STAFF CREDENTIALS AND RESUMES

Christopher Creech:	Owner, Estimator, General Manager Total Years' Experience: 10 years
John C. Riggs:	Operations Manager, Safety Officer Total Years' Experience: 11 years
Weston Hartwright:	Field Supervisor, Crew Foreman Total Years' Experience: 12 years
Bradley Green:	Crew Foreman Total Years' Experience: 3 years
Melissa Moss:	Executive Assistant Total Years' Experience: 8 years
Bradley Miller: Subcontractor	Supervisor Total Years' Experience: 15 years

CHRISTOPHER CREECH

EMPLOYMENT EXPERIENCE:

April 2018 – Present — RCM Utilities, LLC
Position: Owner, Estimator, General Manager

Mar 2015 – April 2018 — Utility Technicians, Inc.
Position: Project Manager, Estimator, Vice President, General Manager
Duties: Estimator, supervisor, and technician for all phases of service, Expansion, modification, and repair of water and wastewater plants, lift stations, re-pump stations

July 2011 – Mar 2015 — Utility Technicians, Inc.
Position: Foreman, Construction & Service Technician
Duties: Installation and service of lift stations, construction of water plants, water line construction, sewpercoat applicator for manholes

Feb, 2008-July 2011 — Utility Technicians, Inc.
Position: Laborer
Duties: Assisted foreman with installation of lift stations, water line repairs and service work

May 2007-Feb 2008 — Kerr's Truck and Car Sales
Position: Mechanic and sales
Duties: Maintained vehicles and sold vehicles.

SKILLS:

- Wastewater Sewer Plants & Lift Stations—complete rehab & construction; motors, blowers & pump replacement & repairs; replace and repair piping & fittings; control panel repair & replacement
- Water & Hydrotank—tank cleaning, rehab (including sandblasting) & painting; inspections (with FL registered professional engineer); installation of fire water tanks
- Sanitary sewer line pressure testing and jetter cleaning
- Manhole and Wet Well rehab, including surface coating (SewperCoat) and high pressure grouting
- Operate digital inline zoom video for sewer lines
- Certified backflow tester and repair/maintenance technician

CERTIFICATIONS:

Certified Underground Utility and Excavation Contractor
License # CUC1225240
Class A CDL Driver's License
Dept of Transportation Maintenance of Traffic (Intermediate)
Confined Space Entry
Backflow Prevention Device Technician
Backflow Prevention Assembly Repair and Maintenance
Infiltrator Systems Training
DOT Drug/Alcohol Awareness Training

EDUCATION: Umatilla High School, graduated 2007

Signature Christopher R. Creech

WESTON HARTWRIGHT

EMPLOYMENT EXPERIENCE:

June 2019 – Present	RCM Utilities, LLC
Position:	Field Supervisor
Duties:	Installation and service of lift stations, construction of water plants, water line construction, sewpercoat applicator for manholes, supervise crew
Nov 2011 – May 2019	Utility Technicians, Inc.
Position:	Field Foreman, Construction & Service
Duties:	Installation and service of lift stations, construction of water plants, water line construction, sewpercoat applicator for manholes, supervise crew
Jun 2009 – Nov 2011	City of Clermont
Position:	Utilities Department Technician
Duties:	Lift station and new construction technician
Sep 2005 – May 2009	Utility Technicians, Inc.
Position:	Construction & Service Technician
Duties:	Service and repair of water & sewer plants and lift stations
Jan 1994 – Aug 2005	Donahue's Automotive Company
Position:	Vehicle Mechanic

SKILLS:

- Wastewater Sewer Plants & Lift Stations—complete rehab & construction; motors, blowers & pump replacement & repairs; replace and repair piping & fittings; control panel repair & replacement
- Water & Hydro tank—tank cleaning, rehab (including sandblasting) & painting; inspections (with FL registered professional engineer); installation of fire water tanks
- Sanitary sewer line pressure testing and jetter cleaning
- Manhole and Wet Well rehab, including surface coating (SewperCoat) and high-pressure grouting

CERTIFICATIONS:

Class B CDL Driver's License
Dept of Transportation Maintenance of Traffic
(MOT-Intermediate)
Confined Space Entry Training
Gas Monitor System Training

EDUCATION: Umatilla High School, Umatilla, FL graduated 1994

Signature Weston Hartwright

JOHN C. RIGGS

WORK EXPERIENCE:

RCM Utilities **July 2019 to Present**

Operations Manager and Safety Officer – handles all service calls; scheduled and coordinated service work; prioritized jobs, dealt with schedule interruptions; handled customer service calls, solved customer problems and followed up on customer inquiries; created and processed quotes for service work; reviewed and approved purchase orders; verified weekly time cards for assigned personnel; as warehouse manager, managed inventory control, receipt of materials, and staff to ensure material availability for jobs; researched, developed, and managed supplier relationships to ensure competitive cost and deliveries; maintained clean, orderly, and safe work environment throughout office and shop; served as Safety Officer to maintain and ensure company compliance with federal and state regulations; maintain safety supplies, training and annual truck inspection

Professional Dirt Services **Feb 2016 to July 2019**

Project Manager – involved in the early stages of project development through to completion; coordinate work and communication on multiple jobs with job foremen; coordinate internal resources and third parties/vendors to maintain schedule and ensure materials are available when needed; establish and maintain relationships with third parties/vendors; handle schedule interruptions; maintain all permits, required tests and surveys; report job status to owner and client; coordinate with estimator, architects, engineers and surveyors

Utility Technicians **Apr 2006 to Feb 2016**

Operations Manager and Safety Officer – handled all service calls; scheduled and coordinated service work; prioritized jobs, dealt with schedule interruptions; handled customer service calls, solved customer problems and followed up on customer inquiries; created and processed quotes for service work; reviewed and approved purchase orders; verified weekly time cards for assigned personnel; as warehouse manager, managed inventory control, receipt of materials, and staff to ensure material availability for jobs; researched, developed, and managed supplier relationships to ensure competitive cost and deliveries; maintained clean, orderly, and safe work environment throughout office and shop; served as Safety Officer to maintain and ensure company compliance with federal and state regulations; maintain safety supplies, training and annual truck inspections

Codding Sand & Soil **Jun 2002 to Apr 2006**

Customer service – handled orders for dirt supplies; processed invoices; collected payments, scheduled deliveries

Hudalla Group **Jan 2002 to Jun 2002**

Manufacturer's rep – managed territory of Florida, southern Georgia, and Alabama; met dealers on location to introduce products and complete sales orders

Warren and Sweat Manufacturing **Jun 1990 to Dec 2001**

General Manager for company with $4mm+ sales –outside sales; customer service; materials purchasing; researched and evaluated new material sources; inventory control; coordinated with research and development department; operations manager for 60+ employees, organized company events at trade shows, overseas travel for purchasing

EDUCATION: Graduated from William R. Boone High School, Orlando, Class of 1975
Attended Valencia Community College
Seminars: Inventory Control, Managing Multiple Projects, Priorities and Deadlines, OSHA Construction Safety

Signature John C. Riggs

BRADLEY GREEN

EMPLOYMENT EXPERIENCE:

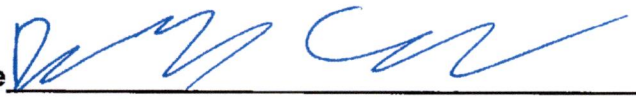
May 2018 – Present	RCM Utilities, LLC
Position:	Crew Foreman
Duties:	Installation and service of lift stations, construction of water plants, water line construction & supervise crew
Nov 2016 – May 2018	Gene Green's Lawn Care
Position:	Manager
Duties:	Managed crews for lawn care services
June 2014 – Nov. 2016	Utility Technicians, Inc.
Position:	Construction Laborer
Duties:	Installation and service of lift stations, construction of water plants, water line construction, sewpercoat applicator for manholes.

SKILLS:

- Wastewater Sewer Plants & Lift Stations—complete rehab & construction; motors, blowers & pump replacement & repairs; replace and repair piping & fittings; control panel repair & replacement
- Water & Hydro tank—tank cleaning, rehab (including sandblasting) & painting; inspections (with FL registered professional engineer); installation of fire water tanks
- Sanitary sewer line pressure testing and jetter cleaning

CERTIFICATIONS: Class B CDL Driver's License
Dept of Transportation Maintenance of Traffic (MOT-Intermediate)
Confined Space Entry Training
Gas Monitor System Training

EDUCATION: Umatilla High School, Umatilla, FL graduated 2014

Signature 

MELISSA MOSS

EMPLOYMENT EXPERIENCE:

January 2019 – Present RCM Utilities, LLC
Position: Executive Assistant and Corporate Officer
Duties:

- Manage all job communication and files, Notice to Owner and Release of Liens, request bonding and manage status reports with bonding company
- Manage incoming requests for bids and quotes, identify issues to review with President, create and manage responses for bids and quotes
- Manage accounts payables and receivables, process checks for signature, receive and post payments, reconcile bank and checking accounts, monthly closing, annual audit, end of year processing
- Manage human resources, including timesheets, payroll, payroll taxes, benefits, employee personnel files, time off records
- Process and maintain certificates of insurance, workers compensation, liability insurance and other related requirements and documents
- Maintain water billing community records, respond to questions and concerns with customers, accept and post payments for water bills, create weekly deposits, make adjustments and corrections to accounts, process water meter readings, generate and mail water billing charges, process all water consumption, water loss reports, and financial reports for water billing communities
- Answer, direct or handle all incoming telephone calls
- Maintain corporate personnel manual and drug-free workplace manual
- Maintain office equipment leases, repairs and supplies

Sept 2011 – Nov. 2018 Utility Technicians, Inc.
Position: Administrative Assistant
Duties: Manage job and bid files, accounts payables and receivables, manage employee timesheets and time off records, participate in weekly job meetings and manage job scheduling board, maintain on-call schedule for technicians

April 2009 – June 2011 Allen's Well Drilling, Inc.
Position: Secretary
Duties: Maintain the smooth running of office through a variety of administrative and clerical duties. Schedule and coordinate service work with technicians.

Jan 2006 – April 2009 Hidden Valley Ranch & Nursery, Inc.
Position: Secretary
Duties: Answer calls, take messages, handle correspondence, arrange appointments, managing databases, manage orders going out, filing

June 1989 -Sept. 2005 Winn-Dixie
Position: Pricing Manager
Duties: Ensure accuracy of prices for the store

EDUCATION: Clewiston High School, graduated 1989

Signature Melissa Moss

Bradley Miller
(561) 398-2781
brad@maxxenvironmental.com

Feb 2016-Present **Supervisor – Maxx Environmental, Riviera Beach**
(3.5 Years)

Maxx Environmental, LLC is a family owned business providing specialized underground sewer and drainage infrastructure rehabilitation and repair services on private and public projects utilizing primarily Sewpercoat;.

Tasks & duties;

- Supervise employees and projects from beginning to completion
- Attend pre-bids and pre and post-construction meetings with owners
- Compile project schedules, work-orders, material logs and safety program
- Conduct office and job-site work and safety meetings with employees
- Produce and maintain job cost, profit and loss reports
- Work with engineers and owners on design-builds and on-site conflict resolution

Feb 2013-Feb 2016 **Account Manager - Fortiline Waterworks, Riviera Bch**
(3 Years)

Fortiline is an underground utility water & sewer materials distributor. My tasks were to handle several customers with plan take-offs, quotes, material shipments, invoicing, job-site conflicts, emergency situation resolution, engineer design assistance on private development and public commercial construction projects ranging from $500,000 to $10 million dollars.

Aug 2002–Feb 2013 **Supervisor – CEES, Inc, West Palm Beach, Fl**
(11 Years)

CEES, Inc. (Chaz Equipment) was a Sewpercoat applicator providing underground sewer and drainage structure rehabilitation throughout the state of Florida.
I handled all facets of operations, scheduling, business development, marketing and maintained master stand-alone data-base systems including all facets of daily operations. As supervisor for over a decade I coordinated a total of 40 million dollars of construction and rehabilitation work from inception to closeout.

EDUCATION

Sep 1986 – May 1989 **American Academy High School, Nicosia Cyprus**

Aug 1989 – May 1993 **Wheeling Jesuit University (BA), Wheeling, WV**

7/9/19 BRADLEY MILLER

3610 Fiscal Court
Riviera Beach, Fl 33404
(561) 398-2781 C
(561) 881-0013 F
maxxenvironmental.com

Maxx Environmental Staff Experience with Sewpercoat in the State of Florida

For further verification of our experience please feel free to call;
David Waters; (352) 483-6434 ***(Porter & Assoc. – Sewpercoat Florida rep)***
Joseph Talley; (757) 339-3327 ***(Sewpercoat national manufacturers rep)***

Brad Miller: Supervisor
Total Years Experience - 15+ years
Total Manholes Coated - 12,000+ (72,000vf)
Total Wet Wells Coated - 1000 + (18,000vf)

Jeff Ducote: Crew Leader / Gunner & Mixer
Total Years Experience - 3+ years
Total Manholes Coated - 500+ (3,000vf)
Total Wet Wells Coated - 30+ (600vf)

Israel Soto: Skilled / Specialized Labor / Gunner & Mixer
Total Years Experience - 11+ years
Total Manholes Coated - 5,000+ (30,000vf)
Total Wet Wells Coated - 200+ (3,000vf)

Jorge Soto: Skilled / Specialized Labor / Gunner & Mixer
Total Years Experience - 2+ years
Total Manholes Coated - 300+ (1,800vf)
Total Wet Wells Coated - 20+ (300vf)

RCM UTILITIES

TAB 3 - REFERENCES

City of Tavares
201 E. Main Street
Tavares, FL 32778
Bob Kenner 352-516-3530
Shannon Parrish 352-516-1624

Lift station rehabs to include base ells, pumps, piping, valves & sewpercoat

City of Groveland
156 S. Lake Ave
Groveland, FL 34736
Chris Grove 352-308-5787
Pash Dhanra 352-428-4991

Lift station rehabs to include base ells, pumps, piping, valves & sewpercoat and full electrical replacement including control panel

City of Umatilla
1 S. Central Ave
Umatilla, FL 32784
Aaron Mercer 407-949-2917

Removal & replacement of clarifier bridge expanded 25' of elevated walkway, water meters.
Lift station rehabs to include base ells, pumps, piping, valves & sewpercoat

Sun Communities
27777 Franklin Road
Southfield, MI 48034
Jennifer Harwick 941-374-5156

Lift station rehabs to include base ells, pumps, piping, valves & sewpercoat, hydro pneumatic tank replacement, misc. water main & isolation valve replacements.

The Village Commercial Property Management
3597 Kiessel Road
The Villages, FL 32163
Jarrod Ford 352-636-4840

Complete construction of multiple High-Pressure Irrigation Pump Stations to include 2000 GPM pump skid with duplex vertical turbine pumps. 1000GPM pond fill well pump, High Pressure hypochlorite injection system, Scada and telemetry, all housed in a 1000 sq. ft pump house

3610 Fiscal Court
Riviera Beach, Fl 33404
(561) 398-2781 C
(561) 881-0013 F
maxxenvironmental.com

References - Maxx Environmental, LLC

City of Fort Myers:
Al Casing - Public Works Operations Supervisor
4200 MLK Jr. Blvd., Ft. Myers, Fl 33916
Tel: (239) 410-2448
Email: acasing@cityftmyers.com
Work completed: Sewpercoat manhole rehabilitation

City of Naples:
Kevin Swisher – Utility Maintenance Supervisor
380 Riverside Cir., Naples, Fl 34102
Tel: (239) 298-9450
Email: kswisher@naplesgov.com
Work completed: Sewpercoat manhole & LS rehabilitation

Village of Wellington:
Corey Robinson – Operations & Maintenance Supervisor
12300 Forest Hill Blvd., Wellington Fl 33414
Tel: (561) 906-1083
Email: crobinson@wellingtonfl.gov
Work completed: Sewpercoat manhole rehabilitation

Seminole Tribe of Florida:
Juan Mata – Utility Operations Supervisor
6300 Stirling Rd., Hollywood, Fl 33024
Tel: (863) 228-2138
Email: cjuanmata@semtribe.com
Work completed: Sewpercoat manhole & LS coatings

Seacoast Utility Authority:
Brent Weidenhamer – O&M Supervisor
4200 Hood Rd., Palm Beach Gardens, Fl 33410
Tel: (561) 627-2900
Email: bweidenhamer@sua.com
Work completed: Sewpercoat manhole & LS rehabilitation

kerneos
ALUMINATE TECHNOLOGIES

October 18, 2017

Maxx Environmental, LLC
3610 Fiscal Court
Riviera Beach, FL 33404

SUBJECT: SEWPERCOAT® APPLICATION STATUS

This letter serves to verify that Maxx Environmental, LLC personnel have demonstrated the requisite skill and training to be considered competent and qualified installers of SewperCoat® materials (as manufactured by Kerneos Inc.). Maxx Environmental, LLC personnel have installation experience with the low-pressure, wet spray installation method and have successfully installed SewperCoat® PG in manhole, lift station, and wet well rehabilitation applications throughout their careers.

With SewperCoat® being a specialty construction product having very specific installation methods and equipment requirements, Kerneos is very selective in our assessment of any contractor interested in gaining our "competent and qualified installer" designation. This designation is typically required in project specifications, along with other exhaustive experience and volume of similar work requirements. Kerneos maintains a listing of competent and quality contractors that have demonstrated requisite skill and training to be considered qualified installers of our materials. Maxx Environmental, LLC are included in this listing.

If you have any additional questions or comments, please do not hesitate to contact me directly.

Respectfully,

Joseph Talley
SewperCoat® Market Manager
Kerneos Inc.

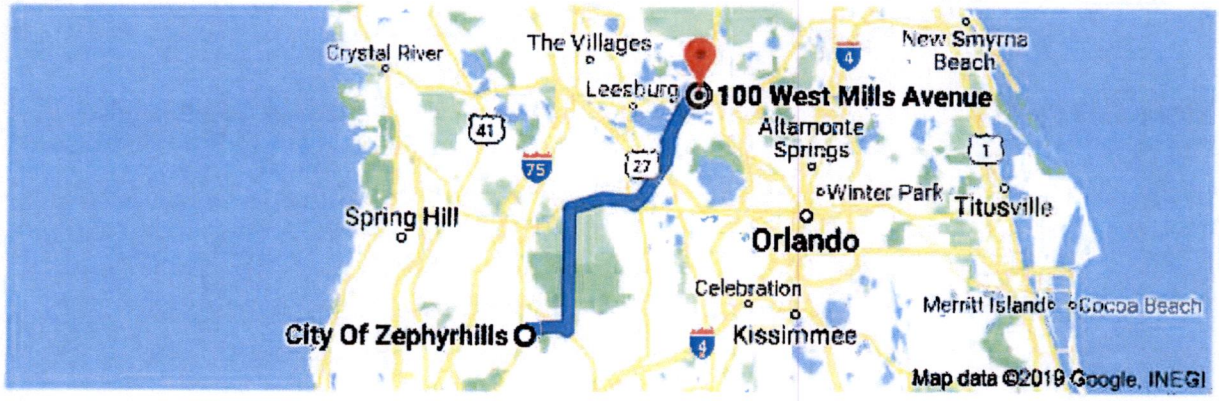
Kerneos Inc. - 1316 Priority Lane, Chesapeake, VA 23324
Phone: (757) 284-3200 FAX: (757) 284-3300

CICS

TAB 4 -OFFICE LOCATION

Our office is located at 100 West Mills Avenue in Eustis, FL 32726 which is 1 ½ hours from City of Zephyrhills. Our technicians also live in this area and are available to respond as needed by the City.

Please see map below:



Approximately 1 hour 27 min (67 miles)

TAB 5 - RESPONSIVENESS / AVAILABILITY OF EQUIPMENT

RCM Utilities owns all the equipment listed below and the yard where our equipment is stored is at 100 West Mills Avenue Eustis, FL 32726

Trucks:

2018 Ram 5500 with 6000 lb. crane- heavy construction truck

2015 Ford F550 with 500 lb. crane – heavy construction truck

2016 Chevrolet 2500 with 3000 lb. crane – service truck

2004 Chevrolet 2500 – shop truck

Trailers:

2009 35' Hooper Gooseneck trailer

2018 18" Taylor Equipment trailer

16' Tandem Dump trailer

Equipment:

30HP Tractor with bucket

Hose Monster

5000 lb. Warehouse Forklift

3000 lb. Warehouse Forklift

Ditch Witch Trencher

(2) 3" Diaphragm Mud Hogg pumps

2" & 3" Trash Pumps

Hose Monster Test

Fire Hydrant Flow Test Equipment

High Pressure leak stop grout pump

(2) 11000-watt welder generators

(1) 8600-watt generator

(1) 5000-watt generator

(1) gas powered air compressor

Confined Space rescue kit tripod, harness, blowers & gas monitors

Backflow Preventor test gauge

3610 Fiscal Court
Riviera Beach, Fl 33404
(561) 398-2781 C
(561) 881-0013 F
maxxenvironmental.com

Response Approach to Work Orders

SCHEDULING: We can be on-site next day for emergencies.

COMPLETION: Manholes; 3-7 per day / Lift Stations; 2.5 days max

EMERGENCY: We can be on-site within 24-48 hours.

MOBILIZATION: No additional cost – included within our bid pricing.

EQUIPMENT: Ford F450 lead box truck, Strong 35D Spray Rig,
Ford F450 support truck, 5000psi pressure washer trailer,
375cfm/150psi air compressor.

MATERIALS: Coating material new & rehab - Sewpercoat PG, Kerneos
Aggressive leak stops – Seal Guard 2 hydrophobic grout
Regular leak stops – Avanti 202 hydrophilic grout
Hole filling / Leak stops – Strong Plug
Wall patching / repairs – Strong QSR
Black Beauty sand (sandblasting) – Florida Sand & Silica
Safety Gear (Tripods, Gas detectors, etc) – Ritz Safety

PICTURES: We shall provide before and after pictures of all work.

SUB-CONTRACTORS: None. Maxx shall perform all services

SEWERCOAT

Labor/Equipment Rates Form

RFP 35-19-01 Water & Wastewater Misc Construction/Maintenance Services

LABOR and EQUIPMENT RATES	RATES WORKING HOURS	RATES AFTER HOURS
Supervisor	$50.00	$75.00
Foreman	$75.00	$113.00
Helper - Labor Only	$35.00	$53.00
Helper with Truck/Trailer	$50.00	$75.00
Backflow Technician	$40.00	$60.00
Other: (EXPLAIN)		
Please provide when after hours would apply	Anytime outside Mon - Fri 7am - 5 pm	

EQUIPMENT RATES	SET UP FEE	HOURLY	DAILY	WEEKLY	MONTHLY	OWNED or RENTED O	R
Mini Excavator with Operator	$150.00	$80.00	$800.00	$2,400.00	$9,600.00	O	
Back Hoe with Operator	$250.00	$125.00	$1,250.00	$6,250.00	$25,000.00		R
Vac Truck - 2 Man Crew	$250.00	$280.00	$2,800.00	$14,000.00	$56,000.00		R
CCTV Camera Trailer with Operator	$250.00	$175.00	$1,750.00	$8,750.00	$35,000.00		R
Tractor with Bucket with Operator	$250.00	$125.00	$1,250.00	$6,250.00	$25,000.00	O	
4" Sewage Bypass Pump with Hoses	$250.00	$40.00	$250.00	$650.00	$2,600.00		R
Bypass Pump Fuel Additional	$4.50 per gallon						
~~1500 Gallon Temporary Hydro Tank~~							
~~3000 Gallon Temporary Hydro Tank~~							
~~10000 Gallon Temporary Hydro Tank~~							
~~Aerator for Ground Storage Tank~~							
13000 Watt Generator	$250.00	$40.00	$170.00	$850.00	$3,400.00		R
Infiltrator MH Leak Stop Plus Labor	$150.00	$25.00	$150.00	$750.00	$3,000.00	O	
Portable Concrete Mixer with Crew							
Metal Fabrication/Welding Lead Man	$150.00	$75.00	$750.00	$3,750.00	$15,000.00	O	
Metal Fabrication/Welder	$150.00	$65.00	$650.00	$3,250.00	$13,000.00	O	
Sand Blast Trailer Rig with Crew	$250.00	$295.00	$2,950.00	$14,750.00	$59,000.00		R
Sand Blasting Sand	$5.00 per 50 lb bag						
Compactor with Operator	$150.00	$100.00	$1,000.00	$5,000.00	$20,000.00	O	
Air Compressor Road Bore	$250.00	$125.00	$1,250.00	$6,250.00	$25,000.00	O	

OTHER RATES	% MARK UP
Materials Purchased for Specific Job	25%
Materials from Stock	25%
Subcontract Labor	20%
Performance and Payment Bond	Cost 2%

Company Name: RCM Utilities, LLC

Authorized Signature/Date: Christopher R. Creech 07/26/2019

Christopher R. Creech Manager

TAB 7 -ACCEPTANCE OF CONDITIONS

As found in section 1.14.2 Insurance, RCM Utilities has been assured by its insurance provider Bates Insurance that a pollution policy for $1,000,000 for each pollution condition can be obtained if we are awarded this contract. Please let us know, and we can forward to you proof of coverage.

In addition, RCM Utilities has obtained builders' risk coverage when required on a job per job basis. If awarded this contract, and builder's risk coverage is required, we will notify our insurance provider and can forward to you proof of coverage.

Except for the two insurance coverages listed above, there are no known exceptions or deviations to the terms and conditions of the City of Zephyrhills RFP 35-19-01 Water & Wastewater Misc. Construction / Maintenance Services

APPLICANT FIRM NAME: RCM Utilities, LLC

ADDRESS: 100 West Mills Ave Eustis, FL 32726

TELEPHONE NUMBER: 352-561-2990

FAX NUMBER: 352-292-0139

EMAIL ADDRESS: chris@rcmutilities.com

FEIN NUMBER: 82-4160762

CONTACT PERSON/TITLE: Christopher R. Creech Owner/ Manager

Type Ownership: Limited Liability Company

Submittal for _____ Parent Company
_____ Branch or Subsidiary

Parent Company, if any: _____

Former Parent Company/Companies:

Name/Title/Phone Number of two Principals in the firm:

John C. Riggs Operations Manager 352-267-6264
Weston Hartwright Field Supervisor 352-456-8623
Melissa Moss Executive Assistant 352-267-0874

Present Offices: City/State/Number of personnel for each:
Eustis, FL 8

SUBCONTRACTOR:

Firm Name and Address	Services to be Provided
1. Betts Electrical Services, LLC 9590 SE 190th Court Ocklawaha, FL 32179	1. Electrical
2. Max Environmental, LLC 3610 Fiscal Court Rivera Beach, FL 33404	2. Sewpercoat
3.	3.
4.	4.
5.	5.

DRUG-FREE WORKPLACE FORM

The undersigned vendor, in accordance with Florida Statute 287.087, hereby

certifies that RCM Utilities, LLC does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or pleas of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Christopher R. Creech
Bidder's Signature Christopher R. Creech

07/26/2019
Date

PUR062.036
re. 10/97

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to City of Zephyrhills
(print name of the public entity)

by Christopher R. Creech Manager / Owner
(print individual's name and title)

for RCM Utilities, LLC
(print name of entity submitting sworn statement)

whose business address is

100 West Mills Ave Eustis, FL 32726

and (if applicable) its Federal Employer Identification Number (FEIN) is 82-4160762

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes means:

   1. A predecessor or successor of a person convicted of a public entity crime; or
   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors,

executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

_X_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Christopher R. Creech
(Signature)

Sworn to and subscribed before me this 26 day of July, 2019

Personally known Christopher R. Creech

Or Produced identification _____

Notary Public – State of Florida

Melissa Moss
My commission expires November 8, 2019
(Type of Identification)

MELISSA MOSS
Commission # FF 897456
Expires November 8, 2019
Bonded Thru Troy Fain Insurance 800-385-7019

_____
(Printed, Typed or stamped commissioned name of notary public)

Form PUR 7068 (Rev. 06/18/92)

Addenda Receipt Acknowledgment

Addendum # 1 Date 07/01/2019 Initials CRC

Addendum #_____ Date _____ Initials_____

Addendum #_____ Date _____ Initials_____

Addendum #_____ Date _____ Initials_____

Firm Representative:

Christopher R. Creech

Signature/Date **(Executed by Corporate Authority)**
Christopher R. Creech Manager

NON-COLLUSIVE AFFIDAVIT

State of Florida
County of Lake

Christopher R. Creech, being first duly sworn, deposes and says that he/she is Manager of RCM Utilities, LLC, the party making the fore-going submittal of qualifications or bid that such submittal
(partner or officer of the Firm, etc)

Or bid is genuine and not collusive or sham; that said Firm has not colluded, conspired, connived or agreed, directly or indirectly, with any Firm or person, to put in a sham response or to refrain from responding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to secure any advantage against the City of Zephyrhills of any person interested in the proposed contract; and that all statements in said response are true.

Christm R. Creech
Officer

RCM Utilities, LLC *(Company Name)*

State of Florida
County of Lake

The foregoing instrument was acknowledged before me this 26 day of July 2019
by
Christopher R. Creech Manager *(name and title of corporate officer)*
of RCM Utilities, LLC *(Name of Corporation),*
a Florida *(state or place of incorporation)* corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ *(Identification type)* as identification.

Melissa Moss *(Signature line for notary public)*

Melissa Moss *(Name of notary type, printed or stamped)*

AMBR / Executive Assistant *(Title or rank)*

My commission expires: November 8, 2019
Serial number, if any _____

MELISSA MOSS
Commission # FF 897456
Expires November 8, 2019
Bonded Thru Troy Fain Insurance 800-385-7019

E-VERIFY

RFP No: 35-19-01
Project Description: Water & Wastewater Misc Construction /Maintenance Services

Vendor/Consultant acknowledges and agrees to the following:

Vendor/Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;

1. all persons employed by the Vendor/Consultant during the term of the Contract to perform employment duties within Florida; and
2. all persons, including subcontractors, assigned by the Vendor/Consultant to perform work pursuant to the contract with the City of Zephyrhills.

Company/Firm: RCM Utilities, LLC

Authorized Signature: Christopher R. Creech

Title: Manager / Owner

Date: July 26, 2019

RFP ACCEPTANCE

I acknowledge and understand the requirements set forth in RFP 35-19-01 Water & Wastewater Misc Construction/Maintenance Services.

Christopher R. Creech
Authorized Signature

07/26/2019
Date

Christopher R. Creech
Printed Name

RCM Utilities, LLC
Company Name

In witness whereof, the above submitted has hereunto set his signature and affixed his seal this 26 day of July A.D. 2019

MELISSA MOSS
Commission # FF 897456
Expires November 8, 2019
Bonded Thru Troy Fain Insurance 800-385-7019

(Seal) By: Melissa Moss
Title: AMBR / Executive Assistant

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: **Purchase of One (1) Vactruck from Orlando Freightliner in the Amount of $520,738.00**

REQUESTED ACTION: Staff recommends approval

CONTRACT: FSA23-VEH21.0 Vendor/Entity:Orlando Freightliner
Effective Date: Termination Date:
Managing Division/Department:

BUDGET IMPACT: Budgeted in FY24 line item 401-535-60-6400

HISTORY/FACTS/ISSUES:

Fleet Services is requesting approval for the purchase of one (1) vactruck from Orlando Freightliner (inclusive of pipehunter equipment from Texas Underground) in the amount of $520,738.00. This vehicle will be used for the inspection and cleaning of utility lines, manholes, and lift stations. It will be purchased via the Florida Sheriff's Association contract FSA23-VEH21.0 on a 5-year lease through Civista Leasing and Financing with the first payment due at closing. The attached agreement provides the terms of the lease and an estimation of the total cost. Upon approval by the Commission, the City's Finance Department will work with Civista to finalize the agreement, determining the final cost and payment terms.

Orlando Freightliner
2455 S Orange Blossom Trail
Apopka Fl. 32703
407-295-3846 ext 4222
407-291-8408 fax
407-509-6651 cell

11-10-23

To Steve Watson

Orlando Freightliner is pleased to provide the following quote via the 2023-2024 Florida Sheriffs Association bid #FSA23-VEH21.0

Spec #59	*$ 101,978.00*
420-103 64000GVW package	*$ 9,255.00*
016-1C2	*$ 741.00*
558-070	*$ 139.00*
756-338	*$ 150.00*
Non contract options	
Upgrade to 66000 GVW	*$ 1,764.00*
Aluminum wheels	*$ 1,547.00*
Adapter flange for PTO provision	*$ 1,275.00*
Driver controlled traction differential	*$ 1,317.00*
Air ride suspension	*$ 2,288.00*
24” front frame extension	*$ 953.00*
Exterior sun visor	*$ 246.00*
PipeHunter Sewer Cleaner	*$ 399,085.00*
Total	*$ 520,738.00*

Sincerely,
Bob Scharpnick
Municipal Sales
Orlando Freightliner
Isuzu Truck of Ocala

Prepared For :
Steve Watson
WILDWOOD, CITY OF
410 Gray Street
Wildwood, FL 34785
UNITED STATES
Phone : 352-303-0459

Prepared by:
Bob Scharpnick
ORLANDO FREIGHTLINER
2455 S. ORANGE BLOSSOM TRAIL
APOPKA, FL 32703
Phone :4072953846

SPECIFICATION PROPOSAL

Data Code	Description
Price Level	
PRL-28D	SD PRL-28D (EFF:MY25 ORDERS)
Data Version	
DRL-020	SPECPRO21 DATA RELEASE VER 020
Vehicle Configuration	
001-177	114SD PLUS CONVENTIONAL CHASSIS
004-225	2025 MODEL YEAR SPECIFIED
002-004	SET BACK AXLE - TRUCK
019-004	STRAIGHT TRUCK PROVISION, NON-TOWING
003-001	LH PRIMARY STEERING LOCATION
General Service	
AA1-002	TRUCK CONFIGURATION
AA6-002	DOMICILED, USA (EXCLUDING CALIFORNIA AND CARB OPT-IN STATES)
99D-029	EPA EMISSIONS CERTIFICATION FOR REGISTRATION OUTSIDE CARB STATES - EPA CLEAN IDLE (INCLUDES 6X4 INCH LABEL ON LEFT OF HOOD)
AF2-998	NO STATE/PROVINCE INITIAL REGISTRATION SELECTED
A85-010	UTILITY/REPAIR/MAINTENANCE SERVICE
A84-1GM	GOVERNMENT BUSINESS SEGMENT
AA4-002	LIQUID BULK COMMODITY
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS
AB1-008	MAXIMUM 8% EXPECTED GRADE
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE
995-1AE	FREIGHTLINER LEVEL II WARRANTY
A66-99D	EXPECTED FRONT AXLE(S) LOAD 20000.0 lbs

Data Code	Description
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD 46000.0 lbs
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY 66000.0 lbs
Truck Service	
AA3-034	SEWER/INDUSTRIAL VACUUM BODY
AF3-1G7	3-V DISTRIBUTING INC
Engine	
101-3BR	CUM L9 360 HP @ 2200 RPM; 2200 GOV RPM, 1150 LB-FT @ 1200 RPM
Electronic Parameters	
79A-075	75 MPH ROAD SPEED LIMIT
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT
79K-015	PTO MODE ENGINE RPM LIMIT - 2100 RPM
79P-002	PTO RPM WITH CRUISE SET SWITCH - 700 RPM
79Q-002	PTO RPM WITH CRUISE RESUME SWITCH - 700 RPM
79S-001	PTO MODE CANCEL VEHICLE SPEED - 5 MPH
79U-007	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND
79V-001	FUEL DOSING OF AFTERTREATMENT ENABLED IN PTO MODE-CLEANS HYDROCARBONS AT HIGH TEMPERATURES ONLY
79W-001	ONE REMOTE PTO SPEED
79X-008	PTO SPEED 1 SETTING - 1100 RPM
80C-004	ENGINE BRAKE WITH CRUISE CONTROL ENABLED AT 2 MPH ABOVE SET SPEED, 1 MPH INCREMENT BETWEEN BRAKING LEVELS
80G-002	PTO MINIMUM RPM - 700
80J-001	REGEN INHIBIT SPEED THRESHOLD - 0 MPH
80S-018	PTO 1, WITH SWITCH, TEM SUPPLIED REQUEST AND INTERLOCKS, WITH PTO CONNECTIONS, NO FACTORY INTERLOCKS
80V-005	ENGINE MOUNT PTO, TEM SUPPLIED REQUEST,

Prepared For :
Steve Watson
WILDWOOD, CITY OF
410 Gray Street
Wildwood, FL 34785
UNITED STATES
Phone : 352-303-0459

Prepared by:
Bob Scharpnick
ORLANDO FREIGHTLINER
2455 S. ORANGE BLOSSOM TRAIL
APOPKA, FL 32703
Phone :4072953846

Data Code	Description
	STATIONARY

Engine Equipment

99C-024	EPA 2010/GHG 2024 CONFIGURATION
13E-001	STANDARD OIL PAN
105-015	OIL FILL AND DIPSTICK LOCATED FOR ENHANCED SERVICEABILITY
014-1B5	SIDE OF HOOD AIR INTAKE WITH DONALDSON HIGH CAPACITY AIR CLEANER WITH SAFETY ELEMENT, FIREWALL MOUNTED
124-1D7	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE
292-236	(3) DTNA GENUINE, FLOODED STARTING, MIN 3000CCA, 555RC, THREADED STUD BATTERIES
290-017	BATTERY BOX FRAME MOUNTED
281-001	STANDARD BATTERY JUMPERS
282-001	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN
289-001	NON-POLISHED BATTERY BOX COVER
293-058	POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT
295-003	POSITIVE AND NEGATIVE POSTS FOR JUMPSTART CHASSIS MOUNTED LH BACK OF CAB
306-015	PROGRESSIVE LOW VOLTAGE DISCONNECT AT 12.3 VOLTS FOR DESIGNATED CIRCUITS
107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM
128-076	CUMMINS ENGINE INTEGRAL BRAKE WITH VARIABLE GEOMETRY TURBO ON/OFF
016-1C2	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE
28F-014	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND VIRTUAL REGENERATION REQUEST SWITCH IN CLUSTER

Data Code	Description
239-200	INTEGRATED STACK AND B-PILLAR PIPE WITH MINIMUM STACK PROTRUSION ABOVE CAB
237-1CR	RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP
23U-002	13 GALLON DIESEL EXHAUST FLUID TANK
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL
23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING
43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP
242-011	ALUMINUM AFTERTREATMENT DEVICE/MUFFLER/TAILPIPE SHIELD(S)
273-058	AIR POWERED ON/OFF ENGINE FAN CLUTCH
276-001	AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED
110-003	CUMMINS SPIN ON FUEL FILTER
118-008	COMBINATION FULL FLOW/BYPASS OIL FILTER
120-009	FLEETGUARD PLAIN COOLANT FILTER
266-017	1300 SQUARE INCH ALUMINUM RADIATOR
103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES
270-016	RADIATOR DRAIN VALVE
360-013	1350 ADAPTER FLANGE FOR FRONT PTO PROVISION
132-004	ELECTRIC GRID AIR INTAKE WARMER
155-058	DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH

Transmission

342-582	ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION

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2455 S. ORANGE BLOSSOM TRAIL
APOPKA, FL 32703
Phone :4072953846

Data Code	Description
Transmission Equipment	
343-334	ALLISON VOCATIONAL PACKAGE 216 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODEL RDS
84B-012	ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY
84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY
84E-017	S5 PERFORMANCE LIMITING PRIMARY SHIFT SCHEDULE, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY
84F-016	S5 PERFORMANCE LIMITING SECONDARY SHIFT SCHEDULE, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY
84G-013	2100 RPM PRIMARY MODE SHIFT SPEED
84H-013	2100 RPM SECONDARY MODE SHIFT SPEED
84K-002	2ND GEAR ENGINE BRAKE ALTERNATE PRESELECT WITH MODERATE DOWNSHIFT STRATEGY
84N-200	FUEL SENSE 2.0 DISABLED - PERFORMANCE - TABLE BASED
84U-000	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES
84V-001	DIRECTION CHANGE ENABLED WITH MULTIPLEXED SERVICE BRAKES - ALLISON 5TH GEN TRANSMISSIONS
84M-001	PUMP MODE INPUT ENABLED 3RD/4TH LOCKUP WIRED ON TCM INPUT AJ/BQ - ALLISON 5TH GEN TRANSMISSIONS
353-073	QUICKFIT BODY LIGHTING CONNECTOR UNDER CAB, WITH CAP
34C-011	ELECTRONIC TRANSMISSION WIRING TO CUSTOMER INTERFACE CONNECTOR
362-823	CUSTOMER INSTALLED CHELSEA 280 SERIES PTO
363-001	PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION ALLISON
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN
345-078	HEAVY DUTY ELECTRONIC TRANSMISSION SHIFT CONTROL, COLUMN MOUNTED

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Data Code	Description
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013
370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK
346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)

Front Axle and Equipment

400-1BB	DETROIT DA-F-20.0-5 20,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE
402-030	MERITOR 16.5X6 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES
403-002	NON-ASBESTOS FRONT BRAKE LINING
419-001	CAST IRON OUTBOARD FRONT BRAKE DRUMS
427-001	FRONT BRAKE DUST SHIELDS
409-006	FRONT OIL SEALS
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES
405-002	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS
406-001	STANDARD KING PIN BUSHINGS
536-055	TRW THP-60 POWER STEERING WITH RCH45 AUXILIARY GEAR
539-003	POWER STEERING PUMP
534-003	4 QUART POWER STEERING RESERVOIR
533-001	OIL/AIR POWER STEERING COOLER
40T-001	MINERAL SAE 80/90 FRONT AXLE LUBE

Front Suspension

620-025	20,000# TAPERLEAF FRONT SUSPENSION
619-005	MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION

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Data Code	Description
410-001	FRONT SHOCK ABSORBERS

Rear Axle and Equipment

420-111	RT-46-160P 46,000# R-SERIES TANDEM REAR AXLE
421-538	5.38 REAR AXLE RATIO
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING
386-073	MXL 17T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES
388-073	MXL 17T MERITOR EXTENDED LUBE INTERAXLE DRIVELINE WITH HALF ROUND YOKES
452-006	DRIVER CONTROLLED TRACTION DIFFERENTIAL - BOTH TANDEM REAR AXLES
878-022	(1) INTERAXLE LOCK VALVE, (1) DRIVER CONTROLLED DIFFERENTIAL LOCK FORWARD-REAR AXLE VALVE AND (1) REAR-REAR AXLE VALVE
87A-005	INDICATOR LIGHT FOR EACH INTERAXLE LOCKOUT SWITCH
87B-008	INDICATOR LIGHT FOR EACH DIFFERENTIAL LOCKOUT SWITCH
423-085	MERITOR 16.5X8.62 Q+ CAST SPIDER HEAVY DUTY CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES
433-002	NON-ASBESTOS REAR BRAKE LINING
434-005	BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S) WITH AUXILIARY SUPPORT BRACKETS
451-001	CAST IRON OUTBOARD REAR BRAKE DRUMS
425-002	REAR BRAKE DUST SHIELDS
440-006	REAR OIL SEALS
426-101	WABCO TRISTOP D LONGSTROKE 2-DRIVE AXLE SPRING PARKING CHAMBERS
428-002	MERITOR AUTOMATIC REAR SLACK ADJUSTERS
41T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE
42T-001	STANDARD REAR AXLE BREATHER(S)

Rear Suspension

622-199	AIRLINER 46,000# REAR SUSPENSION

Data Code	Description
621-007	AIRLINER HIGH POSITION RIDE HEIGHT
431-005	RESTRAINED AXLE SEATS IN AXLE CLAMP GROUP
624-016	51 INCH AXLE SPACING
888-078	IGNITION CONTROLLED ELECTRIC DUMP SWITCH FOR AIR SUSPENSION WITH STATE RETENTION AND GAUGE
87D-012	REAR AIR SUSPENSION DUMP VALVE AUTOFILL >5 MPH WITH INDICATOR LIGHT
910-004	DUAL AIR REAR SUSPENSION LEVELING VALVES
623-002	TRANSVERSE CONTROL RODS
625-006	HEAVY DUTY SUSPENSION OPTION - 23,000#,46,000#, 69,000# AIRLINER SUSPENSIONS
439-005	REAR SHOCK ABSORBERS - TWO AXLES (TANDEM) (AIR RIDE SUSPENSION)
Pusher / Tag Equipment	
429-998	NO PUSHER/TAG BRAKE DUST SHIELDS
Brake System	
490-121	WABCO 4S/4M ABS WITH TRACTION CONTROL
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES
904-001	FIBER BRAID PARKING BRAKE HOSE
412-001	STANDARD BRAKE SYSTEM VALVES
46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM
413-002	STD U.S. FRONT BRAKE VALVE
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE
480-047	BW AD-IS (DRM) BRAKE LINE AIR DRYER WITH SHIELD, HEATER AND INTEGRAL RESERVOIR
479-014	AIR DRYER RESERVOIR MOUNTED
460-001	STEEL AIR BRAKE RESERVOIRS
477-004	PULL CABLES ON ALL AIR RESERVOIR(S)

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Data Code	Description
Trailer Connections	
481-998	NO TRAILER AIR HOSE
476-998	NO AIR HOSE HANGER
310-998	NO TRAILER ELECTRICAL CABLE
Wheelbase & Frame	
545-662	6625MM (261 INCH) WHEELBASE
546-1B2	1/2X3.64X11-7/8 INCH STEEL FRAME (12.7MMX301.6MM/0.5X11.88 INCH) 120KSI
547-001	1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT
552-059	2425MM (95 INCH) REAR FRAME OVERHANG
55W-009	FRAME OVERHANG RANGE: 91 INCH TO 100 INCH
549-016	24 INCH INTEGRAL FRONT FRAME EXTENSION WITH 0.25 INCH INSERT
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) 195.28 in
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) 192.28 in
AE4-99D	CALC'D FRAME LENGTH - OVERALL 423.63 in
FSS-0LH	CALCULATED FRAME SPACE LH SIDE 114.96 in
FSS-0RH	CALCULATED FRAME SPACE RH SIDE 138.16 in
553-001	SQUARE END OF FRAME
550-001	FRONT CLOSING CROSSMEMBER
559-001	STANDARD WEIGHT ENGINE CROSSMEMBER
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)
572-001	STANDARD REARMOST CROSSMEMBER
565-002	HEAVY DUTY SUSPENSION CROSSMEMBER
Chassis Equipment	
556-997	OMIT FRONT BUMPER, CUSTOMER INSTALLED SPECIAL BUMPER, DOES NOT COMPLY WITH FMCSR 393.203

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558-001	FRONT TOW HOOKS - FRAME MOUNTED
585-998	NO MUDFLAP BRACKETS
590-998	NO REAR MUDFLAPS
551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS
44Z-002	EXTERIOR HARNESSES WRAPPED IN ABRASION TAPE
606-800	DRILLING PREP FOR CUSTOMER INSTALLED BODY/EQUIPMENT
Fifth Wheel	
578-998	NO FIFTH WHEEL
Fuel Tanks	
204-219	70 GALLON/264 LITER RECTANGULAR ALUMINUM FUEL TANK - LH
218-005	RECTANGULAR FUEL TANK(S)
215-004	POLISHING OF FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS
212-007	FUEL TANK(S) FORWARD
664-001	PLAIN STEP FINISH
205-001	FUEL TANK CAP(S)
122-1H3	DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR
216-020	EQUIFLO INBOARD FUEL SYSTEM
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE
Tires	
093-0TB	MICHELIN XZY-3 425/65R22.5 20 PLY RADIAL FRONT TIRES
094-1RK	MICHELIN X WORKS Z 11R22.5 16 PLY RADIAL REAR TIRES
Hubs	
418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS
450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS

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Wheels	
502-1H5	ALCOA LVL ONE 82462X 22.5X12.25 10-HUB PILOT 4.68 INSET 10-HAND ALUMINUM DISC FRONT WHEELS
505-766	ALCOA ULA18X 22.5X8.25 10-HUB PILOT ALUMINUM DISC REAR WHEELS
496-011	FRONT WHEEL MOUNTING NUTS
497-011	REAR WHEEL MOUNTING NUTS
Cab Exterior	
829-1A2	114 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
650-008	AIR CAB MOUNTING
648-002	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE
667-004	FRONT FENDERS SET-BACK AXLE
754-017	BOLT-ON MOLDED FLEXIBLE FENDER EXTENSIONS
678-001	LH AND RH GRAB HANDLES
645-002	BRIGHT FINISH RADIATOR SHELL/HOOD BEZEL
646-042	STATIONARY BLACK GRILLE WITH BRIGHT ACCENTS
65X-003	CHROME HOOD MOUNTED AIR INTAKE GRILLE
644-006	FIBERGLASS HOOD WITH ACCESS HATCHES
690-016	CAB FLOOR, TOE BOARD AND FIREWALL HEAT SHIELD
727-066	DUAL 26 INCH RECTANGULAR POLISHED ALUMINUM AIR HORNS ROOF MOUNTED
726-002	DUAL ELECTRIC HORNS
728-002	DUAL HORN SHIELDS
575-001	REAR LICENSE PLATE MOUNT END OF FRAME
312-067	HALOGEN COMPOSITE HEADLAMPS WITH BRIGHT BEZELS
302-047	LED AERODYNAMIC MARKER LIGHTS

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Data Code	Description
311-001	DAYTIME RUNNING LIGHTS
294-042	FREIGHTLINER LED FLANGE MOUNTED STOP/TAIL/TURN LIGHTS WITH SEPARATE INCANDESCENT BACKUP LIGHTS
300-015	STANDARD FRONT TURN SIGNAL LAMPS
744-1BC	DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS WITH LH AND RH REMOTE
797-001	DOOR MOUNTED MIRRORS
796-001	102 INCH EQUIPMENT WIDTH
743-204	LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS
74A-001	RH DOWN VIEW MIRROR
729-001	STANDARD SIDE/REAR REFLECTORS
677-054	RH AFTERTREATMENT SYSTEM CAB ACCESS WITH PLAIN DIAMOND PLATE COVER
764-010	COMPOSITE EXTERIOR SUN VISOR
768-043	63X14 INCH TINTED REAR WINDOW
661-004	TINTED DOOR GLASS LH AND RH WITH TINTED OPERATING WING WINDOWS
654-011	RH AND LH ELECTRIC POWERED WINDOWS
663-013	1-PIECE SOLAR GREEN GLASS WINDSHELD
659-021	2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, FRAME MOUNTED, WITH REMOTE FILL
647-001	WHITE WINTERFRONT

Cab Interior

055-019	RUGGED TRIM PACKAGE
707-107	GRAY & CARBON VINYL INTERIOR "RUGGED"
70K-020	CARBON WITH PREMIUM GUNMETAL ACCENT (RUGGED)
706-013	MOLDED PLASTIC DOOR PANEL

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Data Code	Description
708-013	MOLDED PLASTIC DOOR PANEL
772-006	BLACK MATS WITH SINGLE INSULATION
785-027	(2) 12V DASH MOUNTED POWER OUTLETS
691-001	FORWARD ROOF MOUNTED CONSOLE
693-019	LH AND RH DOOR STORAGE POCKETS INTEGRATED INTO MOLDED DOOR PANELS
738-021	DIGITAL ALARM CLOCK IN DRIVER DISPLAY
742-007	(2) CUP HOLDERS LH AND RH DASH
680-029	M2/SD DASH
720-003	5 LB. FIRE EXTINGUISHER
700-002	HEATER, DEFROSTER AND AIR CONDITIONER
701-001	STANDARD HVAC DUCTING
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH
170-015	STANDARD HEATER PLUMBING
130-041	VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR
702-002	BINARY CONTROL, R-134A
739-034	PREMIUM INSULATION
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM
324-1B3	STANDARD LED CAB LIGHTING
787-004	REMOTE KEYLESS ENTRY AND 2 TRANSMITTERS
657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME
78G-004	KEY QUANTITY OF 4
655-005	LH AND RH ELECTRIC DOOR LOCKS

Data Code	Description
756-338	BASIC ISRINGHAUSEN HIGH BACK AIR SUSPENSION DRIVERS SEAT WTIH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION
760-337	BASIC ISRINGHAUSEN HIGH BACK NON SUSPENSION TOOL BOX PASSENGER SEAT
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS
758-1AK	BLACK VINYL DRIVER SEAT COVER
761-1AK	BLACK VINYL PASSENGER SEAT COVER
763-102	HIGH VISIBILITY ORANGE SEAT BELTS
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN
540-044	4-SPOKE 18 INCH (450MM) BLACK STEERING WHEEL WITH SWITCHES
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS

Instruments & Controls

4CH-002	2 EXTRA PROGRAMMABLE SWITCHES/INDICATORS
106-002	ELECTRONIC ACCELERATOR CONTROL
732-998	NO INSTRUMENT PANEL-DRIVER
734-022	FULLY CONFIGURABLE CENTER INSTRUMENT PANELS
87L-001	ENGINE REMOTE INTERFACE WITH PARK BRAKE INTERLOCK
870-002	BRIGHT ARGENT FINISH GAUGE BEZELS
486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM
840-001	DUAL NEEDLE PRIMARY AND SECONDARY AIR PRESSURE GAUGE
198-025	INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS
149-015	ELECTRONIC CRUISE CONTROL WITH CONTROLS ON STEERING WHEEL SPOKES
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY
157-004	MANUAL REMOTE ENGINE STOP/START

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Data Code	Description
811-044	PREMIUM INSTRUMENT CLUSTER WITH 5.0 INCH TFT COLOR DISPLAY
81B-003	DIGITAL PANEL LAMP DIMMER SWITCH IN DRIVER DISPLAY
160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH
844-001	2 INCH ELECTRIC FUEL GAUGE
148-072	ENGINE REMOTE INTERFACE WITH ONE OR MORE SET SPEEDS
48H-003	QUICKFIT POWERTRAIN INTERFACE CONNECTOR UNDER CAB WITH CAPS
48C-003	QUICKFIT PROGRAMMABLE INTERFACE CONNECTOR(S) UNDER CAB WITH CAP
163-014	ENGINE REMOTE INTERFACE CONNECTOR AT POWERTRAIN INTERFACE CONNECTOR
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE
864-022	DIGITAL TRANSMISSION OIL TEMPERATURE IN DRIVER DISPLAY
867-004	ELECTRONIC OUTSIDE TEMPERATURE SENSOR DISPLAY IN DRIVER MESSAGE CENTER
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY
372-123	PTO CONTROLS FOR ENHANCED VEHICLE ELECTRIC/ELECTRONIC ARCHITECTURE
736-998	NO OBSTACLE DETECTION SYSTEM
72J-998	NO DR ASSIST SYSTEM
49B-004	ELECTRONIC STABILITY CONTROL
73B-998	NO LANE DEPARTURE WARNING SYSTEM
679-998	NO OVERHEAD INSTRUMENT PANEL
35M-010	QUICKFIT PROGRAMMABLE INTERFACE MODULE
746-137	AM/FM/WB WORLD TUNER RADIO WITH BLUETOOTH, USB AND AUXILIARY INPUTS, J1939
747-001	DASH MOUNTED RADIO

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Data Code	Description
750-002	(2) RADIO SPEAKERS IN CAB
753-001	AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF
749-998	NO CB RADIO MOUNTING PROVISION
74D-006	STANDARD RADIO WIRING WITH STEERING WHEEL CONTROLS
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER
817-001	STANDARD VEHICLE SPEED SENSOR
812-001	ELECTRONIC 3000 RPM TACHOMETER
813-1C8	DETROIT CONNECT PLATFORM HARDWARE
8D1-303	3 YEARS DAIMLER CONNECTIVITY BASE PACKAGE (FEATURES VARY BY MODEL) POWERED BY DETROIT CONNECT
6TS-008	(2) TMC RP1226 ACCESSORY CONNECTORS: (1) LOCATED BEHIND PASSENGER SIDE REMOVABLE DASH PANEL (1) CENTER OF OVERHEAD CONSOLE
162-002	IGNITION SWITCH CONTROLLED ENGINE STOP
81Y-006	PRE-TRIP INSPECTION FEATURE FOR EXTERIOR LAMPS AND SERVICE BRAKES
264-030	(1) OVERHEAD MOUNTED LANYARD CONTROL FOR DRIVER AIR HORN
883-998	NO TRAILER HAND CONTROL BRAKE VALVE
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY
304-030	ROTARY HEADLAMP SWITCH, MARKER LIGHTS/HEADLIGHTS SWITCH WITH PULL OUT FOR OPTIONAL FOG/ROAD LAMPS
882-018	ONE VALVE PARKING BRAKE SYSTEM WITH DASH VALVE CONTROL AUTONEUTRAL AND WARNING INDICATOR
299-020	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, HEADLAMP FLASH, WASH/WIPE/INTERMITTENT
298-046	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH 40 AMP (20 AMP PER SIDE) TRAILER LAMP CAPACITY
87T-998	NO WRG/SW-OPTL #2,CHAS,AIR

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Data Code	Description
Design	
065-000	PAINT: ONE SOLID COLOR
Color	
980-5F6	CAB COLOR A: L0006EY WHITE ELITE EY
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT
976-995	SUNVISOR PAINTED SAME AS CAB COLOR A
963-003	STANDARD E COAT/UNDERCOATING
Certification / Compliance	
996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS
Secondary Factory Options	
998-001	CORPORATE PDI CENTER IN-SERVICE ONLY

Other Factory Charges

PMV-024	GHG24 SURCHARGE - CUMMINS
RD1-303	3 YRS DAIMLER CONNECTIVITY BASE PKG (VARY BY MODEL) POWERED BY DETRIOT CONNECT
RAC-42N	M2/SD PLUS ESCALATOR
RAG-020	CUMMINS TARIFF CHARGE - $205
RAU-025	MY25 ESCALATOR
RFY-022	FRONT TIRE SURCHARGE
RFU-022	REAR TIRE SURCHARGE
P73-2FT	STANDARD DESTINATION CHARGE

Dealer Installed Options

		Front Weight	Rear Weight
PH8C	PIPEHUNTER MODEL 101035PH8C	0	0
	Total Dealer Installed Options	0 lbs	0 lbs

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(+) Weights Shown are estimates only.
If weight is critical, contact Customer Application Engineering.

(**) Prices shown do not include taxes, fees, etc… "Net Equipment Selling Price" is located on the Quotation Details Proposal Report.

(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.

Item # 364 - Contract FSA-EQU21.0 *includes 2% discount*

PipeHunter Sewer Cleaner Model 101035PH8C Combo Truck
Prepared for: Wildwood, FL

Description	*Qty.*	*Option Price*	*Total*
Standard Equipment Includes			
824 Positive Displacement Blower, Rated at 4500 CFM @ 18 Inches of Mercury Diffuser/Muffler	1	0	$ -
Dual Cyclone Separator with Cleanout	1	0	$ -
Transfer Case Blower Drive	1	0	$ -
10 Cubic Yard, Stainless Steel Debris Tank 10 Gauge w- Body Washout System	1	0	$ -
Full Opening Rear Door, Hinged at the Top	1	0	$ -
Hydraulic Rear Door Locks	1	0	$ -
Internal Stainless Steel Float Device with External Indicator	1	0	$ -
6" Butterfly Drain Valve with 10' Lay Flat Hose	1	0	$ -
Debris Tank Dumping: Minimum 45 degrees, Hydraulic Scissors Lift - Power Up/Power Down	1	0	$ -
Vacuum Breaker	1	0	$ -
Vacuum Relief Valves	1	0	$ -
8" Vacuum Intake Hose	1	0	$ -
Boom Cradle	1	0	$ -
9' Aluminum Telescoping Hydraulic Boom with Clean Out, 180 Degree Rotation and Joystick Controls	1	0	$ -
Pendant Control	1	0	$ -
Front Mounted Hydraulic Articulating Hose Reel 800' x 1” Capacity	1	0	$ -
Hose Reel Speed Control	1	0	$ -
400’ x 1” 2500 PSI Rated Hose	1	0	$ -
10’ X 1” Leader hose	1	0	$ -
1,000 Gallon Capacity Stainless Steel Water Tank	1	0	$ -
Curbside Fill	1	0	$ -
Sight Gauge to Indicate Water Level	1	0	$ -
Water Pump: 80 GPM @ 2,500 PSI	1	0	$ -
High-Pressure Relief Valves	1	0	$ -
Water Pump Drive: PTO Driven	1	0	$ -
Dual Roller Level Wind	1	0	$ -
Automatic Hydraulic Hose level Rewind Guide	1	0	$ -
Flexible Hose Guide (Tiger Tail)	1	0	$ -
10’ x 1" Leader Hose	1	0	$ -
20 GPM at 850 PSI WashDown HandGun with 25' of Hose, Nozzle & Relief Valve Hose Storage Rack	1	0	$ -
Sealed and Locking Tool Box	1	0	$ -
2 tool trays on deck	1	0	$ -
1) each Sanitary (15 degree) and Penetrator (30 degree) nozzles	1	0	$ -
26' x 8” Aluminum Intake Tubes (1-3', 2 - 4', 3 - 5')	1	0	$ -
DOT LED lighting	1	0	$ -
Polyurethane Paint / Pipehunter Liner	1	0	$ -
Owner’s Manual	1	0	$ -
12 Month Standard Warranty	1	0	$ -
5 lb. Fire Extinguisher	1	0	$ -
Set of Triangles	1	0	$ -
Manhole Hook	1	0	$ -
Hydrant Wrench	1	0	$ -
Base price with above standard options	**1**	**$ 335,000.00**	**$ 335,000.00**

Vacuum System Option

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PipeHunter Sewer Cleaner Model 101035PH8C Combo Truck
Prepared for: Wildwood, FL

Description	*Qty.*	*Option Price*	*Total*
827 Positive Displacement Blower 5400 CFM, in lieu of 824 Positive Displacement Blower		$ 9,000.00	$ -
624 Positive Displacement Blower 3300 CFM (6" Vacum System) In lieu of 824 PD - **Deduct**		$ (11,500.00)	$ -
Debris Body / Water Tank Options			
9 or 7 Yard Debris Tank with 1,000 Gallon Water Capacity *(Requires Single Axle Chassis)* - ***DEDUCT***		$ (1,800.00)	$ -
6 or 5 Yard Debris Tank with 1,000 Gallon Water Capacity *(Requires Single Axle Chassis)* - ***DEDUCT***		$ (2,000.00)	$ -
3 Yard Debris Tank with 600 Gallon Water Capacity, 6' telescoping boom, Non CDL Truck *(Requires Single Axle Chassis)* - ***DEDUCT (Requires special chassis configuration, check with dealer prior to ordering)***		$ (75,000.00)	$ -
Upgrade to 1300 gallon Stainless Steel water tank capacity (only avaible on 9, 10, 12 & 15 yard truck)		$ 2,000.00	$ -
Upgrade to 1500 gallon Stainless Steel water tank capacity (only avaible on 9, 10 & 12 yard truck)		$ 3,000.00	$ -
Upgrade to 12 Yard Debris Tank		$ 1,500.00	$ -
Upgrade to 15 Yard Debris Tank		$ 3,000.00	$ -
Front bumper mounted 3" gravity drain with gate valve and conection hose to back door	1	$ 3,500.00	$ 3,500.00
6" Knife Valve, in lieu of 6" Butterfly Valve	1	$ 1,500.00	$ 1,500.00
3" Knife Valve, Rear Door Mounted with Camlock		$ 1,000.00	$ -
Built In Body Prop		$ 700.00	$ -
Stainless Steel Screen Assembly Over Drain Port		$ 695.00	$ -
Stainless Steel Final Filter and Cyclones		$ 6,500.00	$ -
Purge 1-1/4" Gravity Drain Valve, Rear Door Mounted		$ 345.00	$ -
10" Rear Splash Guard Tank Mounted	1	$ 2,000.00	$ 2,000.00
300 GPM Hydraulic Pump Off System with 20' Lay Flat Hose, Rear Door Mounted	1	$ 5,000.00	$ 5,000.00
450 GPM Hydraulic Pump Off System with 20' Lay Flat Hose, Rear Door Mounted		$ 7,900.00	$ -
Hose Reel Options			
Upgrade to 1000' Hose Reel Capacity		$ 2,500.00	$ -
600' x 1" Hose Reel Capacity **- DEDUCT**		$ 2,500.00	$ -
Hose Footage Counter		$ 850.00	$ -
Digital Electronic Footage Counter		$ 3,900.00	$ -
Auto Lube System		$ 200.00	$ -
500' x 1", 3/4" Hose in lieu of 400'		$ 600.00	$ -
600' x 1" , 3/4" Hose in lieu of 400'	1	$ 1,200.00	$ 1,200.00
800' x 1" 3/4" Hose in lieu of 400'		$ 1,800.00	$ -
1000' X 1" , 3/4" Hose in lieu of 400'		$ 2,400.00	$ -
600' x 1/2" Hose in lieu of 400' (Non CDL truck)		$ 1,100.00	$ -
800' x 1/2" Hose in lieu of 400' (Non CDL truck)		$ 1,400.00	$ -
Water System Options			
25 GPM @ 4,000 PSI Water Pump		No Charge	$ -
40 GPM @ 3,000 PSI Water Pump		No Charge	$ -
50 GPM @ 3,000 PSI Water Pump	1	No Charge	$ -
60 GPM @ 2,000 PSI Water Pump		No Charge	$ -
80 GPM @ 2,000 Psi Water Pump		No Charge	$ -
50' Capacity Retractable Hand Gun Hose Reel with 50' Hose		$ 2,000.00	$ -
100' Capacity Retractable Hand Gun Hose Reel with 100' Hose		$ 2,800.00	$ -

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PipeHunter Sewer Cleaner Model 101035PH8C Combo Truck
Prepared for: Wildwood, FL

Description	*Qty.*	*Option Price*	*Total*
Hydro Excavation Package: 50' Retractable Hose Reel with 50' x 1/2" High Pressure Hose, Heavy Duty Adjustable High Pressure Unloader, Main Control Ball Valve & 60" x 3/4" Lance with Single Forward Spray Nozzle, 60 x 3/4" Lance with ripsaw nozzle, 60" x 3/4" extension lance	1	$ 6,000.00	$ 6,000.00
Winter Recirculation System		$ 600.00	$ -
Air Purge System	1	$ 695.00	$ 695.00
Automatic Continuous Fill System		$ 3,900.00	$ -
Degreaser Tank, 15 Gallon Capacity / 12v pump		$ 2,800.00	$ -
Drain Petcocks on pump	1	$ 250.00	$ 250.00
Front Spray Bar Assembly with In-Cab Controls		$ 5,542.00	$ -
Lateral Cleaning Kit with 200' x 1/2" Hose and Nozzle; Permanently Mounted, Electric Retract	1	$ 6,000.00	$ 6,000.00
Pulsation for Water Pump		$ 1,000.00	$ -
Multiflow Control Valve on control panel	1	$ 795.00	$ 795.00
Water & Debris Tanks Interconnect	1	$ 2,500.00	$ 2,500.00
Water Pump Remote Oil Drain		$ 397.00	$ -
Baby Texan Nozzle 3/4" - 119 Series		$ 1,150.00	$ -
Baby Texan Nozzle 1" - 120 Series		$ 1,450.00	$ -
Copperhead Controlled Rotation Nozzle - 3/4" & 1" - 2016.11 Series		$ 1,850.00	$ -
Sand Nozzle - 3/4" & 1" - 148 Series		$ 450.00	$ -
Hot Dawg Nozzle - 3/4" & 1" - 138 Series		$ 722.00	$ -
Mud Dawg Nozzle - 3/4" & 1" - 58 Series		$ 1,258.00	$ -
Root Dawg Nozzle - 3/4" & 1" - 176 Series		$ 1,080.00	$ -
Bulkhead Storm Drain Nozzle - 1" - 250 Series		$ 4,500.00	$ -
Hero (12-Jet) Nozzle - 3/4" & 1" - 169 Series		$ 891.00	$ -
Chisel Nozzle 3/4" - 49 Series		$ 520.00	$ -
Chisel Nozzle 1" - 42 Series		$ 574.00	$ -
Texan SS Nozzle 3/4" & 1" - 111ST Series		$ 2,471.00	$ -
Texan Aluminum Nozzle - 3/4" & 1" - 111ST-6061 Series		$ 2,201.00	$ -
Kraken Root Cutting Kit - 3/4" & 1" - 311-16 Series (6" - 12" pipe set up)		$ 8,500.00	$ -
Scout Jet Camera System - 3/4" & 1" - 102.9 Series		$ 8,500.00	$ -
4 Nozzle Kit - 1/2" Lateral Kit		$ 1,500.00	$ -
4 Nozzle Kit - 3/4"		$ 2,200.00	$ -
4 Nozzle Kit - 1"		$ 3,500.00	$ -
Lighting Options			
LED Work Lights, Quanity 2		$ 400.00	$ -
LED Light Bar Quanity 2	2	$ 1,200.00	$ 2,400.00
PH Super Boom lights, Quanity 3	1	$ 1,200.00	$ 1,200.00
LED Strobe Light or Becon Light with Limb Guard	1	$ 495.00	$ 495.00
Hand Held LED Spotlight		$ 795.00	$ -
Hand Held LED Spotlight with 50' Retractable Cord		$ 1,400.00	$ -
LED Arrow Stick	1	$ 2,800.00	$ 2,800.00
LED Arrow Board		$ 3,500.00	$ -
LED Light Bar on Arow Stick or Board	1	$ 600.00	$ 600.00
LED Work Lights mounted on Arrow or Board Stick Quanity 2		$ 400.00	$ -
4 Corner LED Flat Strobe Lights: 2 on Front Bumper, 2 on Rear Frame	1	$ 1,400.00	$ 1,400.00
LED Flat Strobe Lights, Frame Mounted Mid-Body, Quanity 2		$ 700.00	$ -

Item # 364 - Contract FSA-EQU21.0 *includes 2% discount*

PipeHunter Sewer Cleaner Model 101035PH8C Combo Truck
Prepared for: Wildwood, FL

Description	*Qty.*	*Option Price*	*Total*
LED Work Lights mounted water pump area, Quanity 2	1	$ 200.00	$ 200.00
PH Super LED manhole light	1	$ 400.00	$ 400.00
LED Panel Light	1	$ 100.00	$ 100.00
Electrical Options			
12v Power outlet on control panel	1	$ 100.00	$ 100.00
Rear Axle Load Limit Alarm		$ 2,500.00	$ -
Rear Camera System with Color Monitor *(includes 1 camera)*		$ 2,000.00	$ -
Front / Rear Camera System with Color Monitor *(includes 2 cameras)*	1	$ 2,800.00	$ 2,800.00
Additional E-Stop at Dump Station		$ 648.00	$ -
Back Up Alarm	1	$ 250.00	$ 250.00
Low Water Alarm with Light		$ 400.00	$ -
Wireless Remote Control	1	$ 7,000.00	$ 7,000.00
Miscellaneous Machine Options			
Cone Storage Rack	1	$ 400.00	$ 400.00
Hydraulic System Temperature Gauge		$ 480.00	$ -
Offset Manhole Roller		$ 500.00	$ -
Rear Mounted Tow Hooks		$ 550.00	$ -
Remote Boom Grease Zerk Assembly		$ 3,500.00	$ -
Remote Debris Tank Grease Zerk Assembly		$ 7,500.00	$ -
Automatic Lube Complete		$ 9,000.00	$ -
Water Cooler Rack		$ 400.00	$ -
Tiger Tail Hose Protector		$ 125.00	$ -
Nozzle Rack, Additional		$ 175.00	$ -
Pipe/Tool Storage			
Hydraulic Folding Pipe Rack, Rear Door Mounted		$ 3,800.00	$ -
Hydraulic Folding Pipe Rack, Tank Mounted (Per Side)	2	$ 3,800.00	$ 7,600.00
Lazy Susan Pipe Rack		$ 3,650.00	$ -
Aluminum Tool Box, 24" x 24" x 30"	1	$ 940.00	$ 940.00
Aluminum Tool Box, 18" x 18" x 24"		$ 840.00	$ -
Aluminum Tool Box, 16" x 12" x 18", Front Bumper Mount	2	$ 580.00	$ 1,160.00
Contour Style Box 24" x 24" x 36"		$ 1,500.00	$ -
Rubber Dry Decking (per box)	5	$ 200.00	$ 1,000.00
6' x 8" Aluminum Extension Tube with Quick Clamp		$ 531.00	$ -
6' x 8" Aluminum Crown Tube		$ 650.00	$ -
5' x 8" Aluminum Extension Tube w/ Clamp		$ 500.00	$ -
8" Quick Clamp		$ 35.00	$ -
8" Adjustable Air Gap with Quick Clamp		$ 689.00	$ -
Band lock style in lieu of Hatflange Tubing		$ 650.00	$ -
Paint			
PipeHunter Liner Coating in Leiu of Polyurethane Paint (Check with Vendor for paint colors)		No Charge	
Maintenance Options			

Item # 364 - Contract FSA-EQU21.0 *includes 2% discount*

PipeHunter Sewer Cleaner Model 101035PH8C Combo Truck
Prepared for: Wildwood, FL

Description	*Qty.*	*Option Price*	*Total*
PipeHunter Body Maintenance, Per Year Up to 5 Years Total		$ 14,000.00	$ -
PipeHunter Body & Chassis Maintenance, Per Year Up to 5 Years Total		$ 14,900.00	$ -
Warranty Options			
Extended Warranty on Pipehunter Body, Per Year Up to 5 Years Total		$ 6,000.00	$ -
Water Pump Extended Warranty, Per Year Up to 4 Years Total		$ 4,500.00	$ -
Blower Extended Warranty, Per Year Up to 4 Years Total		$ 5,000.00	$ -
Manuals & Training			
Paper Manual		$ 350.00	$ -
USB Manual		$ 150.00	$ -
Training at customers location	1	$ 3,800.00	$ 3,800.00

Base and Options Subtotal	$ 399,085.00
Price Adjustment	
Total	$ 399,085.00

Civista Leasing & Finance
680 Andersen Dr., Bldg 10, Ste 505
Pittsburgh, PA 15220
Phone (412) 539-1500 ◊ Fax (412) 539.0222
Toll Free (888) 834.3278 ◊ leasinginfo@civista.bank

Ryan Byrne ◊ VP/Sales
Phone: (412) 539-0231
Mobile Phone : (603) 852-8789 ◊ rwbyrne@civista.bank

9/14/23
Cassandra Smith
City of Wildwood, FL

Proposal Expires in (15) days

Civista Leasing & Finance, a division of Civista Bank ("CLF") is pleased to present the following proposal for your review and consideration:

BORROWER: City of Wildwood, FL

LENDER: Civista Leasing & Finance, a division of Civista Bank or its assigns

EQUIPMENT: ONE (1) NEW VACHUNTER 121328 PH8C TM COMBO
OPTION 1
Acquisition Cost: $523,643.00 **Term:** Five (5) years **First Payment Due:** At Closing
Down Payment: $ 0.00 **Payment Mode:** Annual in Advance **Payment Amount:** $120,292.43
Trade In: $ 0.00 **Rate Factor:** 0.229722

• This is a proposal only and is not a commitment to finance. This proposal is subject to credit review and approval and proper execution of mutually acceptable documentation.
• Failure to consummate this transaction once credit approval is granted and the documents are drafted and delivered to Obligor may result in a documentation fee being assessed to the Obligor.
• This transaction must be credit approved, all documents properly executed and returned to Civista Leasing & Finance and the transaction funded on ALL proposals on or before June 5, 2023. If funding does not occur within that time-frame, or there is a change of circumstance which adversely affects the expectations, rights, or security of Obligee or its assignees, then Obligee or its assignees reserve the right to adjust and determine a new interest rate factor and payment amount, or withdraw this proposal in its entirety. Should there be a significant change in market rates at any time prior to funding of the transaction, Baystone Government Finance reserves the right to adjust the Interest Rate quoted above.
• This transaction must be designated as tax-exempt under Section 103 of the Internal Revenue Code of 1986 as amended.
• OBLIGOR'S TOTAL AMOUNT OF TAX-EXEMPT DEBT TO BE ISSUED IN THIS CALENDAR YEAR WILL NOT EXCEED THE
$10,000,000 LIMIT, OR THE INTEREST RATE IS SUBJECT TO CHANGE.

PRESENTED BY: Ryan Byrne
VP/Sales
Civista Leasing & Finance
Direct: (412) 539-0231

ACCEPTED BY: **City of Wildwood, FL**
_____(Signature)

_____(Name)

_____(Title)

_____(Email)

_____(Date)

Vision Financial Group, Inc.

May 22, 2023

FORMAL PROPOSAL

OBLIGOR: **CITY OF WILDWOOD, FL**

✓ This is a finance/ownership contract. No residual value.
✓ Fixed interest rate for the five (5) year term.

EQUIPMENT: **ONE (1) NEW VACHUNTER 121328 PH8C TM COMBO**

OPTION 1

Acquisition Cost:	$496,642.05	**Term:**	Five (5) years	**First Payment Due:**	At Closing
Down Payment:	$ 0.00	**Payment Mode:**	Annual in Advance	**Payment Amount:**	$114,089.71
Trade In:	$ 0.00	**Interest Rate:**	7.450%		
Principal Balance:	$496,642.05	**Rate Factor:**	0.229722		

- This is a proposal only and is not a commitment to finance. This proposal is subject to credit review and approval and proper execution of mutually acceptable documentation.
- Failure to consummate this transaction once credit approval is granted and the documents are drafted and delivered to Obligor may result in a documentation fee being assessed to the Obligor.
- This transaction must be credit approved, all documents properly executed and returned to Vision Financial Group, Inc. and the transaction funded on ALL proposals on or before June 5, 2023. If funding does not occur within that time-frame, or there is a change of circumstance which adversely affects the expectations, rights, or security of Obligee or its assignees, then Obligee or its assignees reserve the right to adjust and determine a new interest rate factor and payment amount, or withdraw this proposal in its entirety. Should there be a significant change in market rates at any time prior to funding of the transaction, Baystone Government Finance reserves the right to adjust the Interest Rate quoted above.
- This transaction must be designated as tax-exempt under Section 103 of the Internal Revenue Code of 1986 as amended.
- **OBLIGOR'S TOTAL AMOUNT OF TAX-EXEMPT DEBT TO BE ISSUED IN THIS CALENDAR YEAR WILL NOT EXCEED THE $10,000,000 LIMIT, OR THE INTEREST RATE IS SUBJECT TO CHANGE.**

VISION FINANCIAL GROUP, INC.

Signature Title

Date

CITY OF WILDWOOD, FL

Signature Title

Date

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: **Repair and Upgrade Riser Pipes for Lift Station No. 1 (Turnpike Station) for the Amount of $79,746.88**

REQUESTED ACTION: Staff Recommends Approval

CONTRACT: Vendor/Entity: RCM Utilities

Effective Date: 10/23/2023 Termination Date:

Managing Division/Department: Utility Department / Wastewater Division

BUDGET IMPACT: This is a budgeted upgrade in the FY 24 fiscal budget year. Funds are available in account 401-535-60-6250 (Lift Station Upgrades).

HISTORY/FACTS/ISSUES:

Due to age and H2S gasses, the riser piping and valve vault piping at lift station no. 1 has reached the end of its life cycle. Staff recommends having RCM utilities replace the degraded iron pipes with new HDPE DR 11 pipes for the amount of $79,746.88. Staff will be utilizing the Zephyrhills piggyback contract pricing as called out on the RCM quote. See attached quote and contract, (see page 28 of contract for highlighted rates).

RENEWAL OF AGREEMENT FOR RCM UTILITIES 41-19-30C

THIS AGREEMENT made and entered into effective 8 day of August, 2022, by and between the **CITY OF ZEPHYRHILLS**, a political subdivision of the State of Florida, hereinafter referred to as "CITY" and **RCM Utilities**, a Florida corporation, hereinafter referred to as "CONTRACTOR".

WITNESSETH

WHEREAS, the CITY is a political subdivision of the State of Florida, having a responsibility to provide certain services to benefit the citizens of the City of Zephyrhills; and

WHEREAS, the CITY and CONTRACTOR entered into an Agreement for Water& Wastewater Miscellaneous Construction/ Maintenance Services in a manner satisfactory to the CITY; and

WHEREAS, the Agreement provided for a three (3) year Term commencing August 12, 2019, and ending August 11, 2022, provided for one (1), three (3) year renewal, upon written agreement by the parties, and the parties are desirous of extending the existing Agreement.

NOW THEREFORE, in consideration of the premises, and in consideration of the mutual conditions, covenants, and obligations hereafter expresses, it is agreed as follows:

1. **THAT** the Agreement for Water& Wastewater Miscellaneous Construction/ Maintenance Services dated August 12, 2019, will exercise the three (3) year renewal option through August 11, 2025.
2. **THAT** all remaining terms, provisions, and conditions, including terms for payment, of the Agreement for Water& Wastewater Miscellaneous Construction/ Maintenance Services dated August 12, 2019 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement on the day and date first written above.

CITY OF ZEPHYRHILLS

By: _____ August 8, 2022
Jodi Wilkeson, Council President Date

ATTEST:

_____
Lori L. Hillman, City Clerk

COMPANY NAME RCM Utilities, LLC

By: Christopher R Creech 7/26/22
Print Name of Representative Date

_____
Signature of Representative

ATTEST:

Melissa Mosa
Corporate Secretary

RCM UTILITIES, LLC
1451 Pine Grove Rd
Eustis, FL 32726
352-561-2990
billing@rcmutilities.com
www.rcmutilities.com

Estimate

ADDRESS
City of Wildwood
100 N. Main Street
Wildwood, FL 37485

ESTIMATE # 4292-REV
DATE 11/16/2023
EXPIRATION DATE 12/16/2023

JOB NAME
Lift Station #1 Repipe

DESCRIPTION	AMOUNT
RCM Utilities to supply all materials, equipment and labor for the following scope of supply: - Supply, install and maintain a duplex diesel bypass pumping system. - Install (1) subgrade 8" linestop procedure with (1) permanent 8" mechanical joint below ground isolation plug valve. - Demolish and remove all existing valve box piping and valves. - Install new 8" flanged check valves, plug valves, pump off connection with all new P401 lined ductile iron spool pieces, all 316 stainless steel hardware and pressure gauges. - Mud all holes with non shrink grout and paint all new piping with (1) coat of coal tar epoxy. - New piping to begin at the discharge cross over long sleeve between the wet well / valve box and terminate below ground after the valve box at the new 8" plug valve. NOTES - RCM Utilities warrants all supplied materials and workmanship to be free of defects for a period of one year after installation. PRICING PER PIGGYBACK: Annual Water and Sewer Maintenance Contract Agreement RFP #35-19-01 RCM UTILITIES / CITY OF ZEPHYRHILLS that has been approved for piggyback by City of Wildwood City Council. **SEE ATTACHED LABOR / EQUIPMENT RATES FORM	79,746.88

SUBTOTAL	79,746.88
TAX	0.00
TOTAL	**$79,746.88**

Water & Wastewater Misc Construction/Maintenance Services

Labor/Equipment Rates Form

Customer: City of Wildwood **Project:** LS #1 Repipe

LABOR RATES	RATES WORKING HOURS	RATES AFTER HOURS	ENTER # WORKING HOURS	SUBTOTAL # WORKING HOURS	ENTER # AFTER HOURS	SUBTOTAL # AFTER HOURS	LINE ITEM TOTAL
Supervisor	$ 50.00	$ 75.00	50	$ 2,500.00		$ -	$ 2,500.00
Foreman	$ 75.00	$ 113.00	70	$ 5,250.00		$ -	$ 5,250.00
Helper - Labor Only	$ 35.00	$ 53.00	70	$ 2,450.00		$ -	$ 2,450.00
Helper with Truck/Trailer	$ 50.00	$ 75.00	70	$ 3,500.00		$ -	$ 3,500.00
Backflow Technician	$ 40.00	$ 60.00		$ -		$ -	
						LABOR RATES TOTAL	**$ 13,700.00**

Please provide when after hours would apply (anytime outside of Mon - Fri 7am - 5pm)

EQUIPMENT RATES	SET UP FEE	HOURLY	# OF HOURS/ GALLONS or BAGS	DAILY	# OF DAYS	WEEKLY	# OF WEEKS	MONTHLY	# OF MONTHS	LINE ITEM TOTAL
Mini Excavator with Operator	$ 150.00	$ 80.00	20.00	$ 800.00		$ 2,400.00		$ 9,600.00		$ 1,750.00
Back Hoe with Operator	$ 250.00	$ 125.00		$ 1,250.00		$ 6,250.00		$ 25,000.00		
Vac Truck - 2 Man Crew	$ 250.00	$ 280.00	10.00	$ 2,800.00		$ 14,000.00		$ 56,000.00		$ 3,050.00
CCTV Camera Trailer with Operator	$ 250.00	$ 175.00		$ 1,750.00		$ 8,750.00		$ 35,000.00		
Tractor with Bucket with Operator	$ 250.00	$ 125.00		$ 1,250.00		$ 6,250.00		$ 25,000.00		
4" Sewage Bypass Pump with Hoses	$ 250.00	$ 40.00	100.00	$ 250.00		$ 650.00		$ 2,600.00		$ 4,250.00
Bypass Pump Fuel Additional	$ 4.50	Per Gallon	100.00							450
13000 Watt Generator	$ 250.00	$ 40.00		$ 170.00		$ 850.00		$ 3,400.00		
Infiltrator MH Leak Stop Plus Labor	$ 150.00	$ 250.00		$ 150.00		$ 750.00		$ 3,000.00		
Metal Fabrication/Welding Lead Man	$ 150.00	$ 75.00		$ 750.00		$ 3,750.00		$ 15,000.00		
Metal Fabrication/Welder	$ 150.00	$ 65.00		$ 650.00		$ 3,250.00		$ 13,000.00		
Sand Blast Trailer Rig with Crew	$ 250.00	$ 295.00		$ 2,950.00		$ 14,750.00		$ 59,000.00		
Sand Blasting Sand	$ 5.00	Per Bag								
Compactor with Operator	$ 150.00	$ 100.00		$ 1,000.00		$ 5,000.00		$ 20,000.00		
Air Compressor Road Bore	$ 250.00	$ 125.00		$ 1,250.00		$ 6,250.00		$ 25,000.00		
								EQUIPMENT RATES TOTAL		**$ 9,500.00**

MATERIAL RATES	% Mark UP	COST	MARK-UP	LINE ITEM TOTAL
Materials Purchased for Specific Job	25%	45237.5	$ 11,309.38	$ 56,546.88
Materials from Stock	25%		$ -	
Subcontract Labor	20%		$ -	
			MATERIAL RATES TOTAL	**$ 56,546.88**
			SUBTOTAL	**$ 79,746.88**
PERFORMANCE & PAYMENT BOND (Yes/No)	No	2%		$ -
			GRAND TOTAL	**$ 79,746.88**

Company Name: RCM Utilities, LLC

Authorized Representative/ Title: Christopher R. Creech, Mgr.

Signature: Christopher R. Creech Date: 11/16/2023

CITY OF ZEPHYRHILLS

Water & Wastewater Miscellaneous Construction/Maintenance Services

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 12th day of August, 2019 by and between the **CITY OF ZEPHYRHILLS**, a Florida municipal corporation, having its principal office at 5335 8th Street, Zephyrhills, FL 33542 ("City") and **RCM Utilities,** a corporation organized and authorized to do business in the State of Florida, having its principal office at **100 West Mills Avenue, Eustis, FL 32726** "Contractor"). The City and Contractor shall collectively be referred to as the "Parties", and each may individually be referred to as a "Party".

ARTICLE 1 – RECITALS

1.1 The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

ARTICLE 2 – CONTRACT DOCUMENTS

2.1 The following documents, collectively referred to as the "Contract Documents", are incorporated into and made part of this Agreement:

2.1.1 RFP 35-19-01, Water & Wastewater Construction/Maintenance Services "Exhibit A";

2.1.2 Contractor's response to Item 2.1.1, attached hereto as "Exhibit B";

ARTICLE 3 – TERM OF AGREEMENT

3.1 Subject to authorized adjustments, the Term of this Agreement shall have an initial term of three (3) years with an option to renew for an additional three (3) year term..

3.2 When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform Services or any portion thereof, the City may request that the Contractor, within a reasonable time frame set forth in the City's request, provide adequate assurances to the City in writing, of Contractor's ability to perform in accordance with terms of this Agreement. In the event that the Contractor fails to provide the City the requested assurances within the prescribed time frame, the City may treat such failure as a repudiation or breach of the Agreement, and resort to any remedy for breach provided for in this Agreement or at law.

ARTICLE 4 – COMPENSATION

4.1 Compensation for services shall be as per outlined in Contractors response their response, attached as Exhibit B. The City would prefer payment made via City's credit card.

ARTICLE 5 – SCOPE OF SERVICES

5.1 Contractor shall provide all labor, supervision, materials, equipment, tools, services, monitoring and expertise necessary for the completion of Services, in accordance with the specifications, terms and conditions contained in the Contract Documents. Contractor shall perform the Services in accordance with that degree of care and skill ordinarily exercised by reputable members of its profession.

5.2 This contract has been enhanced to include other City services as required, i.e., storm water or other related public works projects as awarded by the City Council.

5.3 Contractor represents and warrants to the City that: (i) Contractor possesses all qualifications, licenses and expertise required for the provision of Services, with personnel fully licensed by the State of Florida; (ii) Contractor is not delinquent in the payment of any sums due the City, including payment of permit fees, local business taxes, or in the performance of any obligations to the City; (iii) All personnel assigned to perform work shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; (iv) the Services will be performed in the manner and at such times and locations as described by the City for the budgeted amount; and (v) The person executing this Agreement on behalf of the Contractor is duly authorized to execute same and fully bind Contractor as a party to this Agreement.

5.4 Contractor agrees and understands that: (i) any and all subcontractors used by Contractor shall be paid by Contractor and not paid directly by the City; and (ii) any and all liabilities regarding payment to, or use of subcontractors for any of the work related to this Agreement, shall be borne solely by Contractor.

5.5 Contractor warrants that any and all work, materials, services or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result, will be supplied by the Contractor at its own cost, whether or not specifically called for.

5.6 The Services shall be completed by the Contractor to the satisfaction of the City. The City shall make decisions on all claims regarding interpretation of the Agreement and on all other matters relating to the execution, progress and quality of the Services.

ARTICIAL 6 – CITY'S TERMINATION RIGHTS

6.1 The City shall have the right to terminate this Agreement, in its sole discretion at any time, with or without cause, upon fifteen (15) days written notice to Contractor. In such event, the City shall pay Contractor compensation for Services rendered prior to the effective date of termination. The City shall not be liable to Contractor for any additional compensation, or for any consequential or incidental damages.

ARTICLE 7 – INDEPENDENT CONTRACTOR

7.1 Contractor has been procured and is being engaged by the City as an independent contractor, and not as an agent or employee of the City. Accordingly, Contractor shall not attain, not be entitled to, any rights or benefits under the Ordinances of the City, nor any rights generally afforded classified or unclassified employees of the City.

Contractor further understands that Florida workers' compensation benefits available to employees of the City, are not available to Contractor. Therefore, Contractor agrees to provide workers' compensation insurance for any employee or agent of Contractor rendering services to the City under this Agreement.

ARTICLE 8 – CONFLICTS OF INTEREST

8.1 The Contractor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Agreement.

8.2 Contractor covenants that no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Agreement has any personal financial interest, directly or indirectly with Contractor. Contractor further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed.

ARTICLE 9 – DEFAULT

9.1 If Contractor fails to comply with any term or condition of this Agreement, or fails to perform any of its obligation hereunder, then Contractor shall be in default. The City shall have the right to terminate this Agreement, in the event Contractor fails to cure a default within ten (10) business days after receiving Notice of Default. Contractor understands and agrees that termination of this Agreement under this section shall not release Contractor from any obligations accruing prior to the effective date of termination.

ARTICLE 10 – NOTICES

10.1 All notices, demands, correspondence and communication between the City and Contractor shall be deemed sufficiently given under the terms of this Agreement when delivered by personal service, faxed, or dispatched by mail or certified mail, addressed as follows:

To CONTRACTOR:

RCM Utilities
100 West Mills Avenue
Eustis, FL 32726

To CITY:

City of Zephyrhills
ATTN: City Manager
5335 8th Street
Zephyrhills, Florida 33542

And,

City of Zephyrhills
ATTN: City Attorney
5335 8th Street
Zephyrhills, Florida 33542

10.2 Either Party may at any time designate a different address and/or contact person by giving notice as provided above to the other Party. Such notices shall be deemed given upon receipt by the addressee.

10.3 In the event there is a change of address and the moving Party fails to provide notice to the other Party, then notice sent as provided in this Article shall constitute adequate notice.

ARTICLE 11 – PUBLIC RECORDS

11.1 **IF THE CONSULTANT/CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 813-780-0000, EXT. 3543 OR CITYCLERK@CI. ZEPHYRHILLS.FL.US OR CITY CLERK, CITY OF ZEPHYRHILLS, 5335 EIGHTH STREET, ZEPHYRHILLS, FLORIDA 33542.**

ARTICLE 12 – INDEMNIFICATION

12.1 Contractor/Vendor shall defend, indemnify and hold harmless the City of Zephyrhills and all of the City of Zephyrhills's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of Contractor/Vendor, its officers, agents or employees in performance or non-performance of its obligations under the Agreement. *Contractor/Vendor* recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the City of Zephyrhills when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City of Zephyrhills in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve Contractor/Vendor of its liability and obligation to

defend, hold harmless and indemnify the City of Zephyrhills as set forth in this article of the Agreement.

Nothing herein shall be construed to extend the City of Zephyrhills's liability beyond that provided in section 768.28, Florida Statutes.

ARTICLE 13 – INSURANCE

Insurance. Contractor/Vendor shall, at its sole cost and expense, procure and maintain throughout the term of this contract, Comprehensive General Liability and Worker's Compensation insurance, including Employer Liability insurance, with minimum policy limits of $ 1,000,000(this could be $2,000,000 depending on the amount of the contract) Combined Single Limits, or to the extent and in such amounts as required and authorized by Florida law, and will provide endorsed certificates of insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and naming the City of Zephyrhills as a named, additional insured, as well as furnishing the City of Zephyrhills with a certified copy, or copies, of said insurance policies. Certificates of insurance and certified copies of these insurance policies must accompany this signed contract. Said insurance coverages procured by Contractor/Vendor as required herein shall be considered, and Contractor/Vendor agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self–insurance, available to the City of Zephyrhills, and that any other insurance, or self-insurance available to the City of Zephyrhills shall be considered secondary to, or in excess of, the insurance coverage(s) procured by Contractor/Vendor as required herein.

Nothing herein shall be construed to extend the City of Zephyrhills's liability beyond that provided in section 768.28, Florida Statutes.

Builders' Risk — If this Contract includes: (1) construction of a new above-ground structure or structures, or (2) any addition(s), improvement(s), alteration(s), or repair(s), to an existing above-ground structure or structures, or (3) the installation of machinery or equipment into an existing structure or structures, the Contractor shall provide, in a policy acceptable to the City, "all risk" (i.e. Special Form) property insurance on any such construction, additions, machinery or equipment. The amount of the insurance shall be no less than the estimated replacement value at the time of the City's final acceptance of such new structures, addition(s), improvement(s), alteration(s), repair(s), machinery or equipment. The coverage shall not be subject to any restriction with respect to occupancy or use by the City and, subject to thirty (30) days' prior written notice to the City shall remain in full effect until final acceptance by the City. In addition, the City, the Professional, and the Contractor's subcontractors of any tier, shall be additional insureds on this policy. The insurance shall include a deductible no greater than one percent (1%) of the Contract amount, or $25,000, whichever is smaller, for which the Contractor shall be responsible. The risk of loss whether insured or not shall remain with the Contractor until final acceptance. Upon request, Contractor shall furnish to the City complete copies of the insurance policy.

ARTICLE 14 – FORCE MAJEURE

14.1 A "Force Majeure Event" shall mean an act of God, act of governmental body or military authority, fire, explosion, power failure, flood, storm, hurricane, sink hole, other natural disasters, epidemic, riot or civil disturbance, war or terrorism, sabotage, insurrection, blockade, or embargo. In the event that either Party is delayed in the performance of any act or obligation pursuant to or required by the Agreement by reason of a Force Majeure Even, the tme for required completion of such act or obligation shall be extended by the number of days equal to the total number of days, if any, that such Party is actually delayed by such Force Majeure Event.

The Party seeking delay in performance shall give notice to the other Party specifying the anticipated duration of the delay, and if such delay shall extend beyond the duration specified in such notice, additional notice shall be repeated no less than monthly so long as such delay due to a Force Majeure Event continues. Any Party seeking delay in performance due to a Force Majeure Event shall use its best efforts to rectify any condition causing such delay and shall cooperate with the other Party to overcome any delay that has resulted.

ARTICLE 15 – MISCELLANEOUS PROVISIONS

15.1 No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

15.2 All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in the Contract Documents, shall survive final payment, completion and acceptance of the Services and termination or completion of the Agreement.

15.3 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word, or phrase shall be deemed modified to the extent necessary in order to confirm with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

15.4 Services shall not be subcontracted, transferred, conveyed, or assigned under this Agreement in whole or in part to any other person, firm or corporation without the prior written consent of the City.

15.5 The City is exempt from Federal Excise and State taxes. The applicable tax exemption number or certificate shall be made available upon request.

15.6 This Agreement constitutes the sole and entire agreement between the Parties. No modification or amendments hereto shall be binding on either Party unless in writing and signed by both Parties.

15.7 This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue in any proceedings between the Parties shall be in Pasco County, Florida.

15.8 The City reserves the right to audit the records of the Contractor covered by this Agreement at any time during the provision of Services and for a period of three (3) years after final payment is made under this Agreement.

15.9 The Contractor agrees that it shall not discriminate as to race, sex, color, creed, national origin, or disability, in connection with its performance under this Agreement.

15.10 The professional services to be provided by Contractor pursuant to this Agreement shall be non-exclusive, and nothing herein shall preclude the City from engaging other firms to perform Services.

15.11 This Agreement shall be biding upon the Parties herein, their heirs, executors, legal representatives, successors and assigns.

15.12 The Contractor agrees to comply with and observe all applicable federal, state, and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

15.13 All other terms and conditions set forth in the Contract Documents which have not been modified by this Agreement, shall remain in full force and effect.

15.14 In the event of any dispute arising under or related to this Agreement, the prevailing Party shall be entitled to recover all actual attorney fees, costs and expenses incurred by it in connection with that dispute and/or the enforcement of this Agreement, including all such actual attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

15.15 This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties have executed this agreement on the day written above.

Signed, Sealed and Delivered
In the presence of:

Witness

Witness

CITY OF ZEPHYRHILLS

Kenneth M. Burgess, Jr., Council President

Attest:
Lori L. Hillman, City Clerk

CITY OF ZEPHYRHILLS
PASCO COUNTY FLORIDA

Signed, Sealed and Delivered
In the presence of:

Witness John C. Riggs

Witness Melissa Moss

RCM UTILITIES

By: Christopher R. Creech
Name: Christopher R. Creech
Title: Manager

Exhibit A

SUBMIT BID RESPONSE TO:		REQUEST FOR PROPOSAL
CITY OF ZEPHYRHILLS ATTN: PURCHASING DEPT 5335 8TH STREET ZEPHYRHILLS, FL 33542		Response Acknowledgement

PURCHASING AGENT: Karen Miller	AN EQUAL OPPORTUNITY EMPLOYER	
Phone: 813-780-0000 x3536	FLORIDA TAX EXEMPT	#85-8012740166C-4
Email: Purchasing1@ci.zephyrhills.fl.us	FEDERAL IDENTIFICATION NUMBER	#59-6000455

BID/PROPOSAL DOCUMENTS MAY BE OBTAINED AT:

BidNet Direct, https://www.bidnetdirect.com/

City of Zephyrhills-City Hall-Purchasing, 5335 8th Street, Zephyrhills, Florida 33542

BID/PROPOSAL NUMBER	DISTRIBUTION DATE	BID/PROPOSAL TITLE	BID/PROPOSAL RESPONSES OPENING DATE/TIME
35-19-01	June 21, 2019	Water & Wastewater Misc Construction/Maintenance Services	Friday -July 26, 2019 - 3 PM

PRE CONFERENCE DATE/TIME/LOCATION ☒ Strongly Recommended ☐ None

DATE: Friday - June 28, 2019 **TIME:** 10:00 AM

City of Zephyrhills City Hall Council Chambers, 5335 8th Street, Zephyrhills, FL

RESPONSES RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED

VENDOR MUST COMPLETE THE BELOW AREAS AND RETURN FORM, NOTARIZED. FORM IS REQUIRED.

RESPONDER'S NAME/ADDRESS:

If returning as a "NO" state reason:

TELPHONE NUMBER:

EMAIL ADDRESS:

I certify this Response is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a Response for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to all conditions of this Bid/Proposal and certify that I am authorized to sign this Response for the company. In submitting a Response to the City of Zephyrhills the Responder offers and agrees that if this Response is accepted, the Company will convey, sell, assign or transfer to the City of Zephyrhills all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Zephyrills. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Company.

FEDERAL EMPLOYER ID NUMBER OR SS NUMBER:

X

AUTHORIZED SIGNATURE

PRINTED NAME/TITLE

THIS FORM MUST BE NOTARIZED BELOW

Sworn to and subscribed to me this ___ day of _____, 2019

Personally known: ☐ Or produced identification: ☐

Type of ID: _____

_____ _____

Notary Signature State

My commission expires: _____

AFFIX NOTARY STAMP BELOW

BONDS

THE CITY OF ZEPHYRHILLS RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, TO WAIVE INFORMALITIES, AND TO ACCEPT ALL OR ANY PART OF ANY RESPONSE/PROPOSAL AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY UNLESS OTHERWISE NOTED, PAYMENT OF GOODS OR SERVICES PROVIDED AS A RESULT OF THIS SOLICITATION WILL BE MADE PER FLORIDA STATUTE. ALL VENDORS MUST SUBMIT A COMPLETED W-9 FORM.

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City of Zephyrhills
RFP Response Form

PROJECT IDENTIFICATION NUMBER: 35-19–01
PROJECT NAME: Water & Wastewater Miscellaneous Construction Services
RFP DEADLINE: July 26, 2019 by 3 PM

The undersigned, hereby declares that no person or other persons other than the undersigned are interested in this RFP, as Principal, and this response to request for proposal is made without collusion with others; and that we have carefully read and examined the specifications, and with full knowledge of all conditions under which the services herein is contemplated must be furnished, hereby proposed and agree to furnish this service according to the requirements set out in the specifications for said purchase and service.

Federal Employer Identification Number: _____

Required Documents:

- ☐ **RFP Acceptance**
- ☐ **Drug Free Workplace Form**
- ☐ **Non-Collusive Affidavit**
- ☐ **Public Entity Crimes**
- ☐ **Addenda Receipt Acknowledgement**
- ☐ **E-Verify**
- ☐ **TAB 3-References**
- ☐ **TAB 5-Equipment List**
- ☐ **RFP Cover Response Form**
- ☐ **Firm Data Sheet**
- ☐ **Firm Data Sheet-Sub Consultant**
- ☐ **Fee Proposal Form**
- ☐ **TAB 1-Licenses**
- ☐ **TAB 2-Resume**
- ☐ **TAB 4-Office Location**

FIRM NAME: _____

SUBMITTER'S NAME/TITLE: _____

ADDRESS: _____

TELEPHONE NUMBER _____ FAX _____

EMAIL ADDRESS _____

Firm Representative Signature: _____ Date _____

Notary or Corporate

SECTION 1

1.0 INTRODUCTION TO REQUEST FOR PROPOSALS

1.1 Invitation: The City of Zephyrhills (the "City"), invites responses ("Responses") which offer to provide the services described in Section 2.0: "Scope of Services."

1.2 Agreement Terms and Conditions: The Proposer(s) selected to provide the service(s) requested herein (the "Successful Proposer(s)") shall be required to execute an Agreement with the City. In the event that the proposer to whom the contract is awarded does not execute a contract within **thirty (30)** days after such award, the City of Zephyrhills may give notice to such proposer of intent to award the contract to the next ranked proposer, or to call for new proposals.

After a contract is signed, failure to comply with any of the terms and conditions of this RFP by the awarded firm will be cause for termination of the **"Water & Wastewater Miscellaneous Construction Services"**.

1.3 Additional Information or Clarification: Requests for additional information or clarifications must be made in writing and Proposers may e-mail their requests for additional information or clarifications in accordance with Article 1.4 **Cone of Silence**. The cone of silence is applied to all communications concerning any bid, RFP and/or RFQ before intent to award is issued. All communications are to be directed to the Purchasing Agent, Karen Miller at purchasing1@ci.zephyrhills.fl.us. Any request for additional information or clarification must be received in writing **no later than Friday, July 19, 2019 by 3:00 PM.**

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Response Submission Date. Proposers should not rely on any representations, statements or explanations other than those made in this RFP or in any written addendum to this RFP. Where there appears to be conflict between the RFP and any addenda issued, the last addendum issued shall prevail.

It is the Proposer's responsibility to assure receipt of all addenda. Proposer shall acknowledge receipt of all addenda in their cover letter or addenda form.

1.4 Award of Agreement: An Agreement may be awarded to the Successful Proposer(s) by the City Council as applicable, based upon the requirements reflected herein. The City reserves the right to execute or not execute, as applicable, an Agreement with the Successful Proposer(s) that is determined to be in the City's best interest.

1.5 Agreement Execution: By submitting a Response, the Proposer(s) agree to be bound to and execute the Agreement for: **Water & Wastewater Miscellaneous Construction Services**. Without diminishing the foregoing, the Proposer may request clarification and submit comments or proposed revisions to the language concerning the Agreement for City's consideration. Any such comments or proposed revisions identified after the Response has been received need not be considered by the City. None of the foregoing shall preclude the City from seeking to negotiate changes to the Agreement during the negotiation process.

1.6 Response Package: Careful attention must be given to all requested items contained in this RFP. Proposers are invited to submit Responses in accordance with the requirements of this RFP. **PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A RESPONSE**. Proposers shall make the necessary entry in all blanks and forms provided for the Response.

1.6.1 Each response submitted for evaluation must meet the requirements specified in the RFP.

1.6.2 Failure to submit all required items in the manner specified may result in your submittal being found unacceptable.

1.6.3 Any submittal found unacceptable will not be considered for selection for this project.

1.7 Changes/Alterations: Proposer may change or withdraw a Response at any time prior to Response Submission Deadline. All changes or withdrawals shall be made in writing to the Purchasing Agent. Oral/Verbal modifications will not be allowed. Written modifications will not be accepted after the Response deadline.

1.8 Discrepancies, Errors, and Omissions: Any discrepancies, errors, or ambiguities in the RFP or addenda (if any) should be reported in writing to the City of Zephyrhills Purchasing Agent in the manner prescribed in RFP Section 1.3. Should it be necessary, the City will issue a written addendum to the RFP clarifying such conflicts or ambiguities.

1.9 Disqualification: The City reserves the right to disqualify Responses before or after the submission date, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer. It also reserves the right to waive any immaterial defect or informality in any Response; to reject any or all Responses in whole or in part, or to reissue a Request for Proposal.

1.10 Reject Proposals: The City of Zephyrhills reserves the right to reject any or all proposals, waive informalities, request additional information and to negotiate a contract with the most qualified firm for these services at compensation which the agency determines is fair, competitive and reasonable in keeping with the best interests of the City.

1.11 Proposer's Expenditures: Proposers understand and agree that any expenditure they make in preparation and submittal of Responses or in the performance of any services requested by the City in connection with the Responses in response to this RFP are exclusively at the expense of the Proposers. The City shall not pay or reimburse any expenditure or any other expense incurred by any Proposer in preparation of a Response or anticipation of an Agreement award or to maintain the approved status of the Successful Proposer(s) if an Agreement is awarded.

1.12 Compliance with Applicable Law: The laws of the State of Florida shall govern the agreement. Comply with all applicable federal, state, county and municipal laws, ordinances, regulations and rules related to the services to be performed thereunder. Conduct no activity or provide any service that is unlawful or offensive.

1.13 Conflicts of Interest: No firm shall be eligible for selection on any project and no work shall be assigned to a firm which conflicts with or is duplicative of any work by the firm or any affiliated business entity, including, but not limited to, partnerships, joint ventures, and subsidiaries of the same parent corporation or firm.

1.14 Indemnification and Insurance Requirements

1.14.1 Indemnification: Contractor/vendor shall defend, indemnify and hold harmless the City of Zephyrhills and all of the City of Zephyrhills's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of contractor/vendor, its officers, agents or employees in performance or non-performance of its obligations under the Agreement generated from this solicitation. Contractor/vendor recognizes the broad nature of this indemnification and hold harmless cause, as well as the provision of a legal defense to the City of Zephyrhills when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City of Zephyrhills in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the

termination of the Agreement from this solicitation. Compliance with any insurance requirements required elsewhere within the Agreement shall not relieve the contractor/vendor of its liability and obligation to defend, hold harmless and indemnify the City of Zephyrhills as set forth in this article of the Agreement.

It is further agreed that liability and exposure for indemnification (including, but not limited to the amounts of any indemnification owed by a governmental entity) will be limited to and governed by the provisions of Section 768.28(5), Florida Statutes

The City shall also be held harmless against all claims for financial loss with respect to the provision of or failure to provide professional or other services resulting in professional malpractice, or errors or omissions liability arising out of performance of the agreement or contract, unless such claims are a result of the city's own negligence.

1.14.2 Insurance:

Contractor/vendor shall, at its sole cost and expense, procure and maintain throughout the term of the contract, Comprehensive General Liability and Worker's Compensation insurance, including Employer Liability insurance, with minimum policy limits of $1,000,000 (this could be $2,000,000 depending on the amount of the contract) combined Single Limits, or to the extent and in such amounts as required and authorized by Florida law, and will provide endorsed certificates of insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and naming the City of Zephyrhills as a named, additional insured, as well as furnishing the City of Zephyrhills with a certified copy, or copies, of said insurance policies. Certificates of insurance and certified copies of these insurance policies must accompany the signed contract. Said insurance coverages procured by the contractor/vendor as required herein shall be considered, and the contractor/vendor agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the City of Zephyrhills, and that any other insurance, or self-insurance available to the City of Zephyrhills shall be considered secondary to, or in excess of, the insurance coverage(s) procured by the contractor/vendor as required.

This RFP/contract will also include either proof the contractor is covered by a pollution policy for $1,000,000 for each pollution condition or listed under the coverage for the City as coverage. Proof of coverage will be required.

Nothing shall be construed to extend the City of Zephyrhills's liability beyond that provided in section 768.28, Florida Statutes.

Builders' Risk Coverage: ***For any contracts that may apply to the following in the first sentence should also include statement below.*** If this solicitation includes: (1) construction of a new above-ground structure or structures, or (2) any addition(s), improvement(s), alteration(s), or repair(s), to an existing above-ground structure or structures, or (3) the installation of machinery or equipment into an existing structure or structures, the Contractor shall provide, in a policy acceptable to the City, "all risk" (i.e., Special Form) property insurance on any such construction,

additions, machinery or equipment. The amount of the insurance shall be no less than the estimated replacement value at the time of the City's final acceptance of such new structures, addition(s), improvement(s), alternation(s), repair(s), machinery or equipment. The coverage shall not be subject to any restriction with respect to occupancy or use by the City and, subject to thirty (30) days' prior written notice to the City shall remain in full effect until final acceptance by the City. In addition, the City, the Professional, and the Contractor's subcontractors of any tier, shall be additional insureds on this policy. The insurance shall include a deductible no greater than one percent (1%) of the Contract amount, or $25,000, whichever is smaller, for which the Contractor shall be responsible. The risk of loss whether insured or not shall remain with the Contractor until final acceptance. Upon request, Contractor shall furnish to the City complete copies of the insurance policy.

1.15 Termination (Cause and/or Convenience).

1.15.1 This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than thirty (30) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party prior to termination.

1.15.2 This contract may be terminated in whole or in part in writing by the local government for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in 1(a) above.

1.15.3 If termination for default is effected by the local government, an equitable adjustment in the price for this contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the contractor/vendor at the time of termination may be adjusted to cover any additional costs to the local government because of the contractor's or vendor's default.

If termination for convenience is effected by the local government, the equitable adjustment shall include a reasonable profit for services or other work performed for which profit has not already been included in an invoice.

For any termination, the equitable adjustment shall provide for payment to the contractor/vendor for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, by the contractor/vendor relating to commitments (e.g., suppliers, subcontractors) which had become firm prior to receipt of the notice of intent to terminate.

1.15.4 Upon receipt of a termination action under paragraphs (a) or (b) above, the contractor/vendor shall (1) promptly discontinue all affected work (unless the notice directs otherwise) and (2) deliver or otherwise make available to the local government all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the

contractor/vendor in performing this contract, whether completed or in process.

1.15.5 Upon termination, the local government may take over the work and may award another party a contract to complete the work described in this contract.

1.15.6 If, after termination for failure of the contractor/vendor to fulfill contractual obligations, it is determined that the contractor/vendor had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the local government. In such event, adjustment of the contract price shall be made as provided in paragraph (c) above.

1.16 RFP TIME TABLE

The anticipated schedule for the RFP and contract approval is as follows:

Distribution/Advertised	June 21, 2019
Pre-Conference	June 28, 2019 10 AM
Questions Deadline	July 19, 2019 3 PM
RFP Deadline	July 26, 2019 3 PM
Review Responses	July 26 thru August 2
Interviews	August 2, 2019 Tentatively
Presented to City Council	August 12, 2019 6 PM

1.17 RFP Availability: RFP documents, plans, addendums can be viewed and downloaded from BidNet Direct at https://www.bidnetdirect.com/florida/cityofzephyrhills or the City Website, www.ci.zephyrhills.fl.us, Government, Purchasing, Vendor Information, click on the link for BidNet. It is your responsibility to ensure you have downloaded all addendums published before the bid opening. You must be a registered vendor for the City of Zephyrhills. Registration is FREE. Your response and all required documentation are to be submitted *(mailed or delivered by the deadline listed in the Time Table)* to the City of Zephyrhills – Purchasing, 5335 8th Street, Zephyrhills, Florida 33542.

Proposal Submission: One original and five copies **(a total of six)** shall be delivered to the City of Zephyrhills, 5335 8th Street, Zephyrhills, FL 33542, prior to the Opening time of **Friday, July 26, 2019 3:00 p.m.**, EDT. Proposals shall not be more than the total pages indicated in Section 3 while still meeting proposal requirements.

The delivery of the proposals to the City of Zephyrhills prior to the specified date and time is solely and strictly the responsibility of the proposing firm. The City shall not, under any circumstances, be responsible for delays caused by the United States Postal Service or any private delivery service, or for other delays. All responses must be manually and duly signed by authorized authority to bind said firm or individual, and Proposer must affix their corporate seal (if any) to the proposal. In the absence of a corporate seal, the proposal must be notarized by a Notary public.

The submittal of a proposal by a preparer will be considered by the City as constituting an offer by the proposer to perform the required services at the stated fees.

Each proposer is solely responsible for the reading and completely understanding the requirement of this RFP. The opening time shall be and must be scrupulously observed. Under no circumstances will proposals delivered after the specified delivery time be considered. Late submissions shall be returned unopened to the firm or individual with the notation "the Proposal was receive after the delivery time designated for the receipt and opening of the proposals."

1.18 Appropriations Clause: The City, as an entity of government, is subject to the appropriation of funds by its legislative body in an amount sufficient to allow continuation of its performance in accordance with the terms and conditions of this contract for each and every fiscal year following the fiscal year in which this contract shall remain in effect. Upon notice that sufficient funds are not available in the subsequent fiscal years, the City shall therefore be released of all terms and other conditions.

1.19 Oral Presentation: A formal oral presentation **may** be required by each firm that is selected during the initial review process (at the sole option of the City). If required, presentations should be in support of the firm's proposal or to exhibit/demonstrate the information contained therein. If the Committee wishes additional clarification of any information or additional information, any of the firms may be requested to submit that information in writing.

1.20 Acceptance of Applicable Policies & Procedures.

1.21.1 Firms responding to this RFP agree by submission of such response to accept and comply with the City policies and procedures that apply to the selection process for this project.

1.21.2 Any concerns, or issues, relating to current policies and procedures may be addressed with City staff, but separate from this selection process.

1.21 The City Manager will appoint a ranking committee who will review and evaluate the qualifications of all interested firms. This committee shall select at least three (3) firms that are licensed in the State of Florida and are otherwise professionally qualified.

The ranking committee will present their recommendations to the City Manager based on their review of the written and interview process. The City Manager will present the Committee's recommendations to the City Council for their approval of the ranking recommendation. A member from the ranking committee will be present to respond to any detailed questions the Council may have. City Council will vote on the Committee's recommendation.

1.22 Written Selection Process.

Step 1. The City's Purchasing will review submittals for responsiveness and responsibility. Those found responsive and responsible based on an initial review shall proceed to Step 2.

Step 2. The City Evaluation Committee comprised of City management and staff will evaluate the proposals using the criteria listed in Section 4.0. Based on the ranking of the written review the top four (4) firms may be requested to participate in the interview process. See Section 1.23. If the Evaluation Committee decides to bypass Section 1.23, then the firms will be ranked (See Section 1.27) and prepared to be presented to the City Manager for presentation to the City Council.

1.23 Formal Interview Evaluation Criteria

- Overall impression of key team members
- Ability to provide service
- Ability of communicate during interview process.
- Effectively respond to questions and problem solve during interview
- Firm's ability to effectively answer questions and problem solve in the meeting
- Overall impression of the firm

1.24 Interview Format. The firms selected to make a presentation to the Evaluation Committee will be notified by the City. Each firm selected for further consideration shall be notified in writing and informed of a place and time for the interview session. The time allotted to each firm for the presentation and interview shall not exceed forty five (45) (5 minutes for setup, 20 minutes for presentation, 5 minutes for questions, and 5 minutes knock-down). All members of the Evaluation Committee will be present during the formal interview.

1.25 Issues to Address at Interview. The intent of the formal interview process is to provide the evaluation committee with in-depth information from the firm in order to make a final selection of the best-suited firm for the contract. Firms should focus their presentations on the detailed plan for the tasks, evaluations, interviews, schedule and quality of the survey and any unique characteristics or services the firm offers.

Firms are discouraged from reviewing company history and past experience evaluated during the written submittals unless this information is relevant to the survey process. All key personnel should be present at the interview.

1.26 Award Criteria. The evaluation committee recommendation will be made from their in depth review of the written proposals; their evaluation of the interview responses based on various criteria including but not limited to:

- Approach to the implementation, performance and satisfaction of City requirements
- Proposal quality and references
- Demonstrated understanding and success of similar projects.
- Ability to perform the work within the stated timeframe.
- Approach to maintenance plan and costs

1.27 Final Evaluation. Upon completion of the evaluation process by the Evaluation Committee, the firms will be ranked in descending order of recommendation. The Evaluation Committee shall present their final ranking to the City Manager for presentation to the City Council for approval of the committee's recommendation. The City will begin negotiations with the number one ranked firm. Should the City be unable to negotiate a satisfactory contract with the top-ranked firm at a price determined to be fair and reasonable, negotiations shall be terminated with that proposer and the City shall initiate negotiations with the second ranked proposer to arrive at an acceptable contract, and so on.

1.29 Exception to the RFP. Proposers may take exceptions to any of the terms of this RFP unless the RFP specially states where exceptions may not be taken. Should a Proposer take exception where none is permitted, the proposal will be rejected as nonresponsive. All exceptions taken must be specific, and the proposer must indicate clearly what alternative is being offered to allow the City a meaningful opportunity to evaluate and rank proposals.

Where exceptions are permitted, the City shall determine the acceptability of the proposed exceptions and the proposals will be evaluated based on the proposals as submitted. The City, after completing evaluations, may accept or reject the exceptions. Where exceptions are rejected, the City may request that the Proposer furnish the services or goods described herein, or negotiate an acceptable alternative.

1.30 Openness of Procurement Process. Written competitive proposals, other submissions, correspondence, and all records made thereof, as well as negotiations conducted pursuant to this RFP, shall I be handled in compliance with Chapters 119 and 286 Florida Statutes. The City gives no assurance as to the confidentiality of any proposal once submitted.

1.31 Cooperative Purchases. This is a cooperative purchase contract. State law allows any government agency and any accredited school in the state to buy off this contract without going to bid, as long as it does not conflict with any of their local regulations.

1.32 Negotiations. The City may award a contract on the basis of initial offers received, without further negotiations, or may negotiate a final contract. Therefore, each initial offer should contain the Proposer's best terms from a cost or price and technical standpoint.

The City reserves the right to enter into contract negotiations with the selected Proposer. If the City and the selected Proposer cannot negotiate a successful contract, the City may terminate said negotiations and begin negotiations with the next selected Proposer. This process will continue until a contract has been executed or all Proposers have been rejected. No Proposer shall have any rights against the City arising from such negotiations.

1.33 Right to Protest. Any actual or prospective Proposer who is aggrieved in connection with the solicitation or award of a contract may seek resolution of its complaints by contacting the City Manager.

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

LORI HILLMAN, CITY CLERK
CITY OF ZEPHYRHILLS
5344 9th STREET
ZEPHYRHILLS, FLORIDA 33542
LHILLMAN@CI.ZEPHYRHILLS.FL.US
813-780-0000

SECTION 2

2.0 RFP SCOPE OF SERVICES

2.1 Introduction. The City of Zephyrhills is seeking the services:

a) Underground utility contractors
b) General contractors
c) Utility electricians
d) Specialty contractors

Contractors are to be licensed in the State of Florida to provide complete contracting services and emergency repair services of a wide variety of water and wastewater utility projects.

2.2 Services shall include but are not limited to:

a) Construction supervision/administration
b) New construction of water/sewer mains, lift stations, manholes, wells and appurtenances.
c) Renovations and retrofits for water and sewer mains lift stations, manholes, wells, water and wastewater treatment plant components and appurtenances, infiltration and inflow removal projects and cleaning and televising sanitary sewer lines.
d) Demolition associated with renovations/retrofits
e) Scheduling work and subcontractors in harmony with the City of Zephyrhills, Florida Operations
f) Estimating cost of future projects
g) Repairs (emergency and non-emergency) of water/sewer mains, lift stations, manholes, valves, master meters, backflow devices, fire hydrants, wells, water and wastewater treatment plant components, and SCADA programming/instrumentation and control work.

2.3 The contractors selected for these services will work with Utilities Owner's Representative in order to successfully develop a strategy for the best approach to successfully complete each project.

2.4 The City will be selecting two (2) firms for these services. The two top rank firms who have a successful negotiation will be awarded the contract.

2.5 Warranty. The selected Contractor(s) will provide the City with a minimum:

a) One (1) year warranty for all service work performed
b) Ten (10) year warranty on all manhole and lift station coating

This warranty will not go into effect until the project has been substantially completed. All work performed will meet or exceed applicable City Technical Standards and/or local County Technical Standards.

2.6 Term of Contract. The contract term is anticipated for the period of thirty six (36) months. This contract can be renewed for an additional one (1) thirty six (36) month period. Should any project that is active extend past the contract termination date, that contract shall be extended until completion of such project.

2.7 Payment and Performance Bonds. Payment and Performance Bond and All Insurance Shall be Secured from or Countersigned by an Agency or Surety Company Recognized in Good Standing and Authorized to do Business in the State of Florida. If at any time the Owner for justifiable cause shall be or become dissatisfied with any Surety, then upon the Performance of Payment Bonds, the Contractor/Vendor shall within five (5) days after notice from the Owner, substitute an acceptable bond (or Bonds) in such form and sum and signed by such other Surety or Sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor/Vendor. No

further payments shall be deemed due and shall not be made until new Surety or Sureties shall have furnished such an acceptable bond to the Owner.

2.8 ADDITIONAL INFORMATION/REQUIREMENTS.

2.8.1 The City shall provide a summary of work ("Work") to one (1) or more of the Contractors selected based upon the specific type of work and estimated dollar value of the project. All such contract activities would be the subject of a signed Contract Work Order with a negotiated fee and format supplemental to a primary contract agreement. No travel time or travel expenses will be considered billable without special prior arrangements. Normal administrative and/or accounting overhead will be considered as covered by the agreed upon hourly rates for direct professional personnel and will not be considered as separately billable.

a) Contractor(s) will respond with a proposal within ten (10) business days. Should the contractor(s) require additional time prior to submission and additional ten (10) business days can be requested. Proposal submittal will not be more than twenty (20) business days after the initial request.

b) The key personnel named in the proposal shall remain responsible for the work throughout the period of the contract. No diversion or replacement may be made without approval by the City.

2.8.2 The City shall not be held liable for any expenses incurred in connection with the preparation of a response to this RFP or for any costs associated with any activities involved in presentations and discussions or in preparations and execution of a contract resulting from this solicitation.

2.8.3 The City places significant value on high quality work and performance, timely access and response, scheduling and cost concerns, risk management/loss prevention, early issue identification, flow of information and communications, congenial working relations, adherence to ethical standards, proactive stand-up accountability and the demonstration of the same.

2.8.4 The purpose and intent of this solicitation is to establish contract arrangements. Any such contract(s) resulting from this solicitation process are intended to cover projects and work currently contemplated but there is no guarantee on the part of the City that such project work will go forward.

SECTION 3

PROPOSAL PACKAGE CRITERIA - Six (6) copies of the firm's response must be submitted. Five (5) copies should be bound and one (1) copy should be unbound but secured with a rubber band, spring clip, etc. Maximum page count should not exceed **32**. Each copy must contain the following:

3.0 Introductory letter, optional, may be provided by the submitting firm. Can be served as a transmittal document. One (1) page maximum. This letter shall not include any information to be considered for evaluation by the Selection Committee.

3.1 **Cover sheet** and Tab Sheets of your response *(Not part of the page count)*

3.2 The **TABLE OF CONTENTS FOR Water & Wastewater Misc Construction/Maintenance Services RESPONSE** is to be completed by the submitting firm and included in the bound copies of the firm's response. *(Not part of the page count)*

3.2.1 Response materials shall be arranged in the order indicated on the TABLE OF CONTENTS.

3.2.2 The submitting firm is to include the appropriate page numbers to indicate the location for each of the listed items.

3.2.3 The **FIRM DATA SHEET** for the prime firm only.

3.2.4 Package should include:

TAB 1. Proposer's credentials & previous performance on similar jobs

(Maximum 30 Points). Proposers shall provide, in detail their credentials for providing construction services for water and wastewater utility projects and any information that documents successful and reliable experience in past performance, especially those performances related to the requirements of this RFP. Include a description of the proposer's business history and number of years in operation. **Must include copies of General Contractor and Underground Contractor licenses.**

TAB 2. Staff Credentials and Resumes

(Maximum 10 Points). The proposer shall include the name, title, address and telephone number of persons who will both manage and be assigned to perform services under the proposal. A signed one (1) page resume, including references, detailing educational qualifications and previous work assignments related to this Request for Proposal for each person who will perform the services required shall be included. Failure to do so may be cause for rejection of the proposal. Credentials will be subject to verification.

In the event there should be a change in the person(s) names assigned to perform the services under this contract, the contractor shall submit, for approval to the City, the credentials and resumes of the person(s) the contractor wishes to perform the services under this contract

FIELD FOREMAN MINIMUM REQUIREMENTS:

- ☐ 5 YEARS EXPERIENCE AS FOREMAN OR SUPERVISOR
- ☐ MANHOLE AND WET WELL SEWPERCOATING FOREMAN TO HAVE 5 YEARS EXPERIENCE

TAB 3. References

(Maximum 30 Points) A list of five (5) applicable customer references is to be provided who have contracted for similar services offered by the proposer, which is considered identical or similar to the requirements of this Request for Proposal. Failure to do so may be cause for rejection of the proposal. The list shall include:

a. Company name and address.
b. Contracting officer and telephone number.
c. Technical representative and telephone number.
d. A brief, written description of the project.

Failure to provide complete and accurate client information, as specified here, may result in the disqualification of your proposal

TAB 4. Office Location. **(Maximum 10 Points)**. Rating will be based on ease of contract administration and responsiveness. The proposer with all key personnel located within two (2) hours of the City of Zephyrhills.

TAB 5. Responsiveness/Availability of Equipment. **(Maximum 10 Points).** Proposer shall submit a complete list of all equipment owned by their firm to include the location of the yard where the equipment is stored when not in use.

TAB 6. Hourly Rates and Equipment Rates. **(Maximum 10 Points).** Proposer shall submit a list of hourly rates for personnel and hourly/daily/weekly/monthly rates for equipment for emergency work and planned Not-to-Exceed work. Proposer shall also identify the percentage markup charged on materials, subcontracted labor, etc.

- ❑ Must include list of equipment owned
- ❑ Is office facility owned or rented

TAB 7. Acceptance of Conditions. Indicate any exceptions to the general terms and conditions of the RFP, and to insurance requirements or any other requirements listed in the RFP. If no exceptions are indicated in this tabbed section, it will be understood that no exceptions to these documents will be considered after the award, or if applicable, during negotiations.

Exceptions taken by a proposer may result in evaluation point deduction(s) and/or exclusion of proposal for Selection Committee consideration, depending on the extent of the exception(s). Such determination shall be at the sole discretion of the City

TAB 8. Required Forms-In addition to above *(Not part of the page count)*

- ❑ Proposer's Checklist
- ❑ Firm Data Sheet
- ❑ Firm Data Sheet-Subcontractor
- ❑ Drug Free Workplace
- ❑ Statement of No Response
- ❑ E-Verify
- ❑ RFP Acceptance
- ❑ Public Entity Crimes
- ❑ Addenda
- ❑ Non-Collusive Affidavit

3.4 **Financial Capacity TAB 9**. Provide documentation of your firm's financial stability and sufficient financial capability to complete a project of this scope, as follows: (4) page maximum

3.4.1 Financial Stability. Provide summary certified financial statements demonstrating the tangible net worth of your firm, current operating cash balances, bank lines of credit and contingent liabilities.

3.4.2 Ownership. Provide information on the form of ownership, principal owners, length of ownership; if there are any pending changes to the company's ownership, identify the nature of these changes.

3.5 The response information should be included on either the forms provided in this RFP, or a reasonable facsimile of the provided forms. Firms choosing to use reasonable facsimiles of required forms should maintain both the format and content of the provided forms.

SECTION 4 - EVALUATION CRITERIA & RANKING PROCESS

4.1 General Ranking. The evaluation and ranking of all Competitive proposals received shall be accomplished utilizing the criteria described in this Section.

4.2 Selection Criteria. All proposals shall be equally evaluated with respect to the completeness of the data provided, support for all claims made, and the overall approach taken. The following criteria shall be utilized in the evaluation of the proposal:

30	Credentials & Previous Performance on Similar Jobs
10	Staff Credentials & Resumes
30	References
10	Office Location
10	Responsive & Availability of Equipment
10	Hourly Rates for Personnel & Equipment
100	*Ranking based on 100 point system-maximum*
-5	Missing Documentation

SECTION 5 - FORMS

APPLICANT FIRM NAME: _____

ADDRESS: _____

_____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

FEIN NUMBER: _____

CONTACT PERSON/TITLE: _____

_____

Type Ownership: _____

Submittal for _____ Parent Company
_____ Branch or Subsidiary

Parent Company, if any: _____

Former Parent Company/Companies:

_____

_____

Name/Title/Phone Number of two Principals in the firm:

_____

_____

Present Offices: City/State/Number of personnel for each:

_____

_____

SUBCONTRACTOR:

Firm Name and Address	Services to be Provided
1.	1.
2.	2.
3.	3.
4.	4.
5.	5.

DRUG-FREE WORKPLACE FORM

The undersigned vendor, in accordance with Florida Statute 287.087, hereby certifies that _____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or pleas of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

_____
Bidder's Signature

_____
Date

PUR062.036
re. 10/97

CITY OF ZEPHYRHILLS

STATEMENT OF NO BID

If you do not intend to bid, please complete the information below and return this form with the bid title and number clearly marked on the front of the envelope. Please send the STATEMENT OF NO BID FORM no later than the opening date indicated on the INVITATION TO BID FORM.

Please be advised that if the NO BID STATEMENT is not executed and returned your name may be deleted from the list of qualified bidders for the City of Zephyrhills.

We decline to submit a bid for the following reasons:

- ☐ Unable to meet Bond or Insurance requirements.
- ☐ Unable to meet specifications; we do not offer this product or an equivalent.
- ☐ Specifications are unclear, specialty items are too intricate.
- ☐ Insufficient time to respond; our schedule will not permit us to perform.
- ☐ Reason for declining on attached sheet.

Company Name: _____ Date: _____

Telephone Number: _____ Signature: _____

Return completed form to: City of Zephyrhills, Purchasing Department
5335 8th Street
Zephyrhills, FL 33542

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
(print name of the public entity)

by_____
(print individual's name and title)

for_____
(print name of entity submitting sworn statement)

whose business address is

_____

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is_____

(If the entity has no FEIN, include the Social Security Number of the individual

signing this sworn statement:_____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes means:

    1. A predecessor or successor of a person convicted of a public entity crime; or
    2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors,

executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

_____Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

Sworn to and subscribed before me this _____ day of _____, 20__.

Personally known_____

Or Produced identification_____
Notary Public – State of _____

_____
My commission expires_____
(Type of Identification)

_____
(Printed, Typed or stamped commissioned name of notary public)
Form PUR 7068 (Rev. 06/18/92)

Addenda Receipt Acknowledgment

Addendum #_____ Date _____ Initials_____

Addendum #_____ Date _____ Initials_____

Addendum #_____ Date _____ Initials_____

Addendum #_____ Date _____ Initials_____

Firm Representative:

_____

Signature/Date **(Executed by Corporate Authority)**

NON-COLLUSIVE AFFIDAVIT

State of Florida
County of _____

_____, being first duly sworn, deposes and says that he/she is

_____, the party making the fore-going submittal of qualifications or bid that such
submittal
(partner or officer of the Firm, etc)

Or bid is genuine and not collusive or sham; that said Firm has not colluded, conspired, connived or agreed, directly or indirectly, with any Firm or person, to put in a sham response or to refrain from responding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to secure any advantage against the City of Zephyrhills of any person interested in the proposed contract; and that all statements in said response are true.

_____
Officer

_____ *(Company Name)*

State of Florida
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____
by

_____ *(name and title of corporate officer)*
of _____ *(Name of Corporation),*
a _____ *(state or place of incorporation)* corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ *(Identification type)* as identification.

_____ *(Signature line for notary public)*

_____ *(Name of notary type, printed or stamped)*

_____ *(Title or rank)*

My commission expires: _____
Serial number, if any _____

E-VERIFY

RFP No: 35-19-01
Project Description: Water & Wastewater Misc Construction /Maintenance Services

Vendor/Consultant acknowledges and agrees to the following:

Vendor/Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;

1. all persons employed by the Vendor/Consultant during the term of the Contract to perform employment duties within Florida; and
2. all persons, including subcontractors, assigned by the Vendor/Consultant to perform work pursuant to the contract with the City of Zephyrhills.

Company/Firm: _____

Authorized Signature: _____

Title: _____

Date: _____

RFP ACCEPTANCE

I acknowledge and understand the requirements set forth in RFP 35-19-01 Water & Wastewater Misc Construction/Maintenance Services.

_____ _____
Authorized Signature Date

_____
Printed Name

_____
Company Name

In witness whereof, the above submitted has hereunto set his signature and affixed his seal this _____ day of _____A.D. 2019

_____(Seal) By:_____
Title:_____

Labor/Equipment Rates Form

RFP 35-19-01 Water & Wastewater Misc Construction/Maintenance Services

LABOR and EQUIPMENT RATES	RATES	
	WORKING HOURS	AFTER HOURS
Supervisor		
Foreman		
Helper - Labor Only		
Helper with Truck/Trailer		
Backflow Technician		
Other: (EXPLAIN)		
Please provide when after hours would apply		

EQUIPMENT RATES	SET UP FEE	HOURLY	DAILY	WEEKLY	MONTHLY	OWNED or RENTED	
						O	R
Mini Excavator with Operator							
Back Hoe with Operator							
Vac Truck - 2 Man Crew							
CCTV Camera Trailer with Operator							
Tractor with Bucket with Operator							
4" Sewage Bypass Pump with Hoses							
Bypass Pump Fuel Additional							
1500 Gallon Temporary Hydro Tank							
3000 Gallon Temporary Hydro Tank							
10000 Gallon Temporary Hydro Tank							
Aerator for Ground Storage Tank							
13000 Watt Generator							
Infiltrator MH Leak Stop Plus Labor							
Portable Concrete Mixer with Crew							
Metal Fabrication/Welding Lead Man							
Metal Fabrication/Welder							
Sand Blast Trailer Rig with Crew							
Sand Blasting Sand							
Compactor with Operator							
Air Compressor Road Bore							

OTHER RATES	% MARK UP
Materials Purchased for Specific Job	
Materials from Stock	
Subcontract Labor	
Performance and Payment Bond	Cost

Company Name: _____

Authorized Signature/Date: _____

SUBMITTED BY:

RCM UTILITIES
100 WEST MILLS AVENUE
EUSTIS, FL 32726
352-561-2990

RFP 35-19-01
WATER & WASTEWATER MISC. CONSTRUCTION / MAINTENANCE SERVICES

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TAB 1 - CREDENTIALS & PREVIOUS PERFORMANCE

RCM Utilities, LLC has been serving the greater central Florida area in all aspects of the water and wastewater industry for 1 ½ years. We have earned the credibility and trust of our customers through top quality, on time performance, coupled with excellent customer service and management skills.

RCM Utilities has provided services and has experience in the following types of water and wastewater work:

Lift station rehabilitation, installation, inspection & repair
Water treatment plant rehabilitation, new construction & repair
Wastewater treatment plat rehabilitation, new construction & repair

Examples of successfully and reliably completed construction services for water and wastewater utility projects include:

Hawthorne – Remove & replace High Service Pump at WTP – September 2018
Hawthorne – Installation of water main line valves – October 2018
City of Tavares – Lift Station #9 Rehab – April 2019
City of Tavares – Lift Station #47 – July 2019
City of Groveland – Lift Station #16 – June 2019
The Villages CPM – SEWWCA IPS #2 - June 2019
The Valley MHP – Replace Hydro Pneumatic Tank at WTP – July 2019
Saddle Oak Club MHP – Replace Generator and auto transfer switch to WTP – July 2019

RCM is staffed, equipped, and experienced to perform new construction of water / sewer mains, lift stations, manhole, well and appurtenances as well as renovations and retrofits and repairs emergency and non-emergency.

Licenses and Certifications held by RCM Utilities:

Underground Utility Contractor: CUC1225240
Backflow Prevention Tester – T12-18-8167
Backflow Prevention Assembly Repair & Maintenance
Introduction to Lift Station Electrical Troubleshooting
Department of Transportation Maintenance of Traffic (Intermediate)
Confined Space Entry
Infiltrator Systems Training

RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

CREECH, CHRISTOPHER RYAN

RCM UTILITIES, LLC
419 N GROVE ST
EUSTIS FL 32726

LICENSE NUMBER: CUC1225240

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

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

UF | TREEO Center
UNIVERSITY of FLORIDA

Center for Training, Research and Education for Environmental Occupations

certifies that

Christopher Creech

has satisfactorily completed the
examinations for

Backflow Prevention Tester Re-certification

Certificate of Completion

December 13-14, 2018

American Water Works Association
FloridaSection

Date issued: 12/14/2018
Certificate No.: T12-18-8167
Expiration: 12/31/2020
Operator Certification Program
Course#: 04191009
CEU's: 0.8

FBPR Construction Licensing Board
Sponsor No.: 0000995
Classroom Hours: 7

Carol Hinton

Carol Hinton, Associate Director

University of Florida TREEO Center • 3900 SW 63 Boulevard • Gainesville, FL 32608-3800 • 352-392-9570 • www.treeo.ufl.edu

UF | TREEO Center
UNIVERSITY of FLORIDA

Center for Training, Research and Education for Environmental Occupations

Christopher Ryan Creech

attended

Introduction to Lift Station Electrical Troubleshooting

April 9-10, 2019

and is awarded this

Certificate of Attendance

Date Issued: **04/10/2019**
TREEO FDEP OCP **04191040**: CEUs **1.6 DW WW DS**
FBPE Provider #: **0004021** : CEHs **16**

Carol Hinton
Carol Hinton, Associate Director

University of Florida TREEO Center • 3900 SW 63 Boulevard • Gainesville, FL 32608-3800 • 352-392-9570 • www.treeo.ufl.edu

RCM UTILITIES

TAB 2 – STAFF CREDENTIALS AND RESUMES

Christopher Creech:	Owner, Estimator, General Manager Total Years' Experience: 10 years
John C. Riggs:	Operations Manager, Safety Officer Total Years' Experience: 11 years
Weston Hartwright:	Field Supervisor, Crew Foreman Total Years' Experience: 12 years
Bradley Green:	Crew Foreman Total Years' Experience: 3 years
Melissa Moss:	Executive Assistant Total Years' Experience: 8 years
Bradley Miller: Subcontractor	Supervisor Total Years' Experience: 15 years

CHRISTOPHER CREECH

EMPLOYMENT EXPERIENCE:

April 2018 – Present	RCM Utilities, LLC
Position:	Owner, Estimator, General Manager
Mar 2015 – April 2018	Utility Technicians, Inc.
Position:	Project Manager, Estimator, Vice President, General Manager
Duties:	Estimator, supervisor, and technician for all phases of service, Expansion, modification, and repair of water and wastewater plants, lift stations, re-pump stations
July 2011 – Mar 2015	Utility Technicians, Inc.
Position:	Foreman, Construction & Service Technician
Duties:	Installation and service of lift stations, construction of water plants, water line construction, sewpercoat applicator for manholes
Feb, 2008-July 2011	Utility Technicians, Inc.
Position:	Laborer
Duties:	Assisted foreman with installation of lift stations, water line repairs and service work
May 2007-Feb 2008	Kerr's Truck and Car Sales
Position:	Mechanic and sales
Duties:	Maintained vehicles and sold vehicles.

SKILLS:

- Wastewater Sewer Plants & Lift Stations—complete rehab & construction; motors, blowers & pump replacement & repairs; replace and repair piping & fittings; control panel repair & replacement
- Water & Hydrotank—tank cleaning, rehab (including sandblasting) & painting; inspections (with FL registered professional engineer); installation of fire water tanks
- Sanitary sewer line pressure testing and jetter cleaning
- Manhole and Wet Well rehab, including surface coating (SewperCoat) and high pressure grouting
- Operate digital inline zoom video for sewer lines
- Certified backflow tester and repair/maintenance technician

CERTIFICATIONS:

Certified Underground Utility and Excavation Contractor
License # CUC1225240
Class A CDL Driver's License
Dept of Transportation Maintenance of Traffic (Intermediate)
Confined Space Entry
Backflow Prevention Device Technician
Backflow Prevention Assembly Repair and Maintenance
Infiltrator Systems Training
DOT Drug/Alcohol Awareness Training

EDUCATION: Umatilla High School, graduated 2007

Signature Christopher R. Creech

WESTON HARTWRIGHT

EMPLOYMENT EXPERIENCE:

June 2019 – Present	RCM Utilities, LLC
Position:	Field Supervisor
Duties:	Installation and service of lift stations, construction of water plants, water line construction, sewpercoat applicator for manholes, supervise crew
Nov 2011 – May 2019	Utility Technicians, Inc.
Position:	Field Foreman, Construction & Service
Duties:	Installation and service of lift stations, construction of water plants, water line construction, sewpercoat applicator for manholes, supervise crew
Jun 2009 – Nov 2011	City of Clermont
Position:	Utilities Department Technician
Duties:	Lift station and new construction technician
Sep 2005 – May 2009	Utility Technicians, Inc.
Position:	Construction & Service Technician
Duties:	Service and repair of water & sewer plants and lift stations
Jan 1994 – Aug 2005	Donahue's Automotive Company
Position:	Vehicle Mechanic

SKILLS:

- Wastewater Sewer Plants & Lift Stations—complete rehab & construction; motors, blowers & pump replacement & repairs; replace and repair piping & fittings; control panel repair & replacement
- Water & Hydro tank—tank cleaning, rehab (including sandblasting) & painting; inspections (with FL registered professional engineer); installation of fire water tanks
- Sanitary sewer line pressure testing and jetter cleaning
- Manhole and Wet Well rehab, including surface coating (SewperCoat) and high-pressure grouting

CERTIFICATIONS:

Class B CDL Driver's License
Dept of Transportation Maintenance of Traffic
(MOT-Intermediate)
Confined Space Entry Training
Gas Monitor System Training

EDUCATION: Umatilla High School, Umatilla, FL graduated 1994

Signature Weston Hartwright

JOHN C. RIGGS

WORK EXPERIENCE:

RCM Utilities **July 2019 to Present**

Operations Manager and Safety Officer – handles all service calls; scheduled and coordinated service work; prioritized jobs, dealt with schedule interruptions; handled customer service calls, solved customer problems and followed up on customer inquiries; created and processed quotes for service work; reviewed and approved purchase orders; verified weekly time cards for assigned personnel; as warehouse manager, managed inventory control, receipt of materials, and staff to ensure material availability for jobs; researched, developed, and managed supplier relationships to ensure competitive cost and deliveries; maintained clean, orderly, and safe work environment throughout office and shop; served as Safety Officer to maintain and ensure company compliance with federal and state regulations; maintain safety supplies, training and annual truck inspection

Professional Dirt Services **Feb 2016 to July 2019**

Project Manager – involved in the early stages of project development through to completion; coordinate work and communication on multiple jobs with job foremen; coordinate internal resources and third parties/vendors to maintain schedule and ensure materials are available when needed; establish and maintain relationships with third parties/vendors; handle schedule interruptions; maintain all permits, required tests and surveys; report job status to owner and client; coordinate with estimator, architects, engineers and surveyors

Utility Technicians **Apr 2006 to Feb 2016**

Operations Manager and Safety Officer – handled all service calls; scheduled and coordinated service work; prioritized jobs, dealt with schedule interruptions; handled customer service calls, solved customer problems and followed up on customer inquiries; created and processed quotes for service work; reviewed and approved purchase orders; verified weekly time cards for assigned personnel; as warehouse manager, managed inventory control, receipt of materials, and staff to ensure material availability for jobs; researched, developed, and managed supplier relationships to ensure competitive cost and deliveries; maintained clean, orderly, and safe work environment throughout office and shop; served as Safety Officer to maintain and ensure company compliance with federal and state regulations; maintain safety supplies, training and annual truck inspections

Codding Sand & Soil **Jun 2002 to Apr 2006**

Customer service – handled orders for dirt supplies; processed invoices; collected payments, scheduled deliveries

Hudalla Group **Jan 2002 to Jun 2002**

Manufacturer's rep – managed territory of Florida, southern Georgia, and Alabama; met dealers on location to introduce products and complete sales orders

Warren and Sweat Manufacturing **Jun 1990 to Dec 2001**

General Manager for company with $4mm+ sales –outside sales; customer service; materials purchasing; researched and evaluated new material sources; inventory control; coordinated with research and development department; operations manager for 60+ employees, organized company events at trade shows, overseas travel for purchasing

EDUCATION: Graduated from William R. Boone High School, Orlando, Class of 1975
Attended Valencia Community College
Seminars: Inventory Control, Managing Multiple Projects, Priorities and Deadlines, OSHA Construction Safety

Signature John C. Riggs

BRADLEY GREEN

EMPLOYMENT EXPERIENCE:

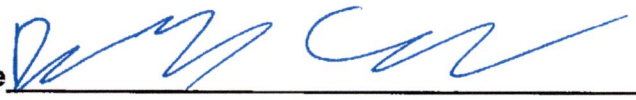
May 2018 – Present	RCM Utilities, LLC
Position:	Crew Foreman
Duties:	Installation and service of lift stations, construction of water plants, water line construction & supervise crew
Nov 2016 – May 2018	Gene Green's Lawn Care
Position:	Manager
Duties:	Managed crews for lawn care services
June 2014 – Nov. 2016	Utility Technicians, Inc.
Position:	Construction Laborer
Duties:	Installation and service of lift stations, construction of water plants, water line construction, sewpercoat applicator for manholes.

SKILLS:

- Wastewater Sewer Plants & Lift Stations—complete rehab & construction; motors, blowers & pump replacement & repairs; replace and repair piping & fittings; control panel repair & replacement
- Water & Hydro tank—tank cleaning, rehab (including sandblasting) & painting; inspections (with FL registered professional engineer); installation of fire water tanks
- Sanitary sewer line pressure testing and jetter cleaning

CERTIFICATIONS: Class B CDL Driver's License
Dept of Transportation Maintenance of Traffic (MOT-Intermediate)
Confined Space Entry Training
Gas Monitor System Training

EDUCATION: Umatilla High School, Umatilla, FL graduated 2014

Signature 

MELISSA MOSS

EMPLOYMENT EXPERIENCE:

January 2019 – Present RCM Utilities, LLC
Position: Executive Assistant and Corporate Officer
Duties:

- Manage all job communication and files, Notice to Owner and Release of Liens, request bonding and manage status reports with bonding company
- Manage incoming requests for bids and quotes, identify issues to review with President, create and manage responses for bids and quotes
- Manage accounts payables and receivables, process checks for signature, receive and post payments, reconcile bank and checking accounts, monthly closing, annual audit, end of year processing
- Manage human resources, including timesheets, payroll, payroll taxes, benefits, employee personnel files, time off records
- Process and maintain certificates of insurance, workers compensation, liability insurance and other related requirements and documents
- Maintain water billing community records, respond to questions and concerns with customers, accept and post payments for water bills, create weekly deposits, make adjustments and corrections to accounts, process water meter readings, generate and mail water billing charges, process all water consumption, water loss reports, and financial reports for water billing communities
- Answer, direct or handle all incoming telephone calls
- Maintain corporate personnel manual and drug-free workplace manual
- Maintain office equipment leases, repairs and supplies

Sept 2011 – Nov. 2018 Utility Technicians, Inc.
Position: Administrative Assistant
Duties: Manage job and bid files, accounts payables and receivables, manage employee timesheets and time off records, participate in weekly job meetings and manage job scheduling board, maintain on-call schedule for technicians

April 2009 – June 2011 Allen's Well Drilling, Inc.
Position: Secretary
Duties: Maintain the smooth running of office through a variety of administrative and clerical duties. Schedule and coordinate service work with technicians.

Jan 2006 – April 2009 Hidden Valley Ranch & Nursery, Inc.
Position: Secretary
Duties: Answer calls, take messages, handle correspondence, arrange appointments, managing databases, manage orders going out, filing

June 1989 -Sept. 2005 Winn-Dixie
Position: Pricing Manager
Duties: Ensure accuracy of prices for the store

EDUCATION: Clewiston High School, graduated 1989

Signature Melissa Moss

Bradley Miller
(561) 398-2781
brad@maxxenvironmental.com

Feb 2016-Present **Supervisor – Maxx Environmental, Riviera Beach**
(3.5 Years)

Maxx Environmental, LLC is a family owned business providing specialized underground sewer and drainage infrastructure rehabilitation and repair services on private and public projects utilizing primarily Sewpercoat;.

Tasks & duties;

- Supervise employees and projects from beginning to completion
- Attend pre-bids and pre and post-construction meetings with owners
- Compile project schedules, work-orders, material logs and safety program
- Conduct office and job-site work and safety meetings with employees
- Produce and maintain job cost, profit and loss reports
- Work with engineers and owners on design-builds and on-site conflict resolution

Feb 2013-Feb 2016 **Account Manager - Fortiline Waterworks, Riviera Bch**
(3 Years)

Fortiline is an underground utility water & sewer materials distributor. My tasks were to handle several customers with plan take-offs, quotes, material shipments, invoicing, job-site conflicts, emergency situation resolution, engineer design assistance on private development and public commercial construction projects ranging from $500,000 to $10 million dollars.

Aug 2002–Feb 2013 **Supervisor – CEES, Inc, West Palm Beach, Fl**
(11 Years)

CEES, Inc. (Chaz Equipment) was a Sewpercoat applicator providing underground sewer and drainage structure rehabilitation throughout the state of Florida.
I handled all facets of operations, scheduling, business development, marketing and maintained master stand-alone data-base systems including all facets of daily operations. As supervisor for over a decade I coordinated a total of 40 million dollars of construction and rehabilitation work from inception to closeout.

EDUCATION

Sep 1986 – May 1989 **American Academy High School, Nicosia Cyprus**

Aug 1989 – May 1993 **Wheeling Jesuit University (BA), Wheeling, WV**

7/9/19 BRADLEY MILLER

3610 Fiscal Court
Riviera Beach, Fl 33404
(561) 398-2781 C
(561) 881-0013 F
maxxenvironmental.com

Maxx Environmental Staff Experience with Sewpercoat in the State of Florida

For further verification of our experience please feel free to call;
David Waters; (352) 483-6434 ***(Porter & Assoc. – Sewpercoat Florida rep)***
Joseph Talley; (757) 339-3327 ***(Sewpercoat national manufacturers rep)***

Brad Miller:
Supervisor
Total Years Experience - 15+ years
Total Manholes Coated - 12,000+ (72,000vf)
Total Wet Wells Coated - 1000 + (18,000vf)

Jeff Ducote:
Crew Leader / Gunner & Mixer
Total Years Experience - 3+ years
Total Manholes Coated - 500+ (3,000vf)
Total Wet Wells Coated - 30+ (600vf)

Israel Soto:
Skilled / Specialized Labor / Gunner & Mixer
Total Years Experience - 11+ years
Total Manholes Coated - 5,000+ (30,000vf)
Total Wet Wells Coated - 200+ (3,000vf)

Jorge Soto:
Skilled / Specialized Labor / Gunner & Mixer
Total Years Experience - 2+ years
Total Manholes Coated - 300+ (1,800vf)
Total Wet Wells Coated - 20+ (300vf)

TAB 3 - REFERENCES

City of Tavares
201 E. Main Street
Tavares, FL 32778
Bob Kenner 352-516-3530
Shannon Parrish 352-516-1624

Lift station rehabs to include base ells, pumps, piping, valves & sewpercoat

City of Groveland
156 S. Lake Ave
Groveland, FL 34736
Chris Grove 352-308-5787
Pash Dhanra 352-428-4991

Lift station rehabs to include base ells, pumps, piping, valves & sewpercoat and full electrical replacement including control panel

City of Umatilla
1 S. Central Ave
Umatilla, FL 32784
Aaron Mercer 407-949-2917

Removal & replacement of clarifier bridge expanded 25' of elevated walkway, water meters.
Lift station rehabs to include base ells, pumps, piping, valves & sewpercoat

Sun Communities
27777 Franklin Road
Southfield, MI 48034
Jennifer Harwick 941-374-5156

Lift station rehabs to include base ells, pumps, piping, valves & sewpercoat, hydro pneumatic tank replacement, misc. water main & isolation valve replacements.

The Village Commercial Property Management
3597 Kiessel Road
The Villages, FL 32163
Jarrod Ford 352-636-4840

Complete construction of multiple High-Pressure Irrigation Pump Stations to include 2000 GPM pump skid with duplex vertical turbine pumps. 1000GPM pond fill well pump, High Pressure hypochlorite injection system, Scada and telemetry, all housed in a 1000 sq. ft pump house

3610 Fiscal Court
Riviera Beach, Fl 33404
(561) 398-2781 C
(561) 881-0013 F
maxxenvironmental.com

References - Maxx Environmental, LLC

City of Fort Myers:
Al Casing - Public Works Operations Supervisor
4200 MLK Jr. Blvd., Ft. Myers, Fl 33916
Tel: (239) 410-2448
Email: acasing@cityftmyers.com
Work completed: Sewpercoat manhole rehabilitation

City of Naples:
Kevin Swisher – Utility Maintenance Supervisor
380 Riverside Cir., Naples, Fl 34102
Tel: (239) 298-9450
Email: kswisher@naplesgov.com
Work completed: Sewpercoat manhole & LS rehabilitation

Village of Wellington:
Corey Robinson – Operations & Maintenance Supervisor
12300 Forest Hill Blvd., Wellington Fl 33414
Tel: (561) 906-1083
Email: crobinson@wellingtonfl.gov
Work completed: Sewpercoat manhole rehabilitation

Seminole Tribe of Florida:
Juan Mata – Utility Operations Supervisor
6300 Stirling Rd., Hollywood, Fl 33024
Tel: (863) 228-2138
Email: cjuanmata@semtribe.com
Work completed: Sewpercoat manhole & LS coatings

Seacoast Utility Authority:
Brent Weidenhamer – O&M Supervisor
4200 Hood Rd., Palm Beach Gardens, Fl 33410
Tel: (561) 627-2900
Email: bweidenhamer@sua.com
Work completed: Sewpercoat manhole & LS rehabilitation

kerneos
ALUMINATE TECHNOLOGIES

October 18, 2017

Maxx Environmental, LLC
3610 Fiscal Court
Riviera Beach, FL 33404

SUBJECT: SEWPERCOAT® APPLICATION STATUS

This letter serves to verify that Maxx Environmental, LLC personnel have demonstrated the requisite skill and training to be considered competent and qualified installers of SewperCoat® materials (as manufactured by Kerneos Inc.). Maxx Environmental, LLC personnel have installation experience with the low-pressure, wet spray installation method and have successfully installed SewperCoat® PG in manhole, lift station, and wet well rehabilitation applications throughout their careers.

With SewperCoat® being a specialty construction product having very specific installation methods and equipment requirements, Kerneos is very selective in our assessment of any contractor interested in gaining our "competent and qualified installer" designation. This designation is typically required in project specifications, along with other exhaustive experience and volume of similar work requirements. Kerneos maintains a listing of competent and quality contractors that have demonstrated requisite skill and training to be considered qualified installers of our materials. Maxx Environmental, LLC are included in this listing.

If you have any additional questions or comments, please do not hesitate to contact me directly.

Respectfully,

Joseph Talley
SewperCoat® Market Manager
Kerneos Inc.

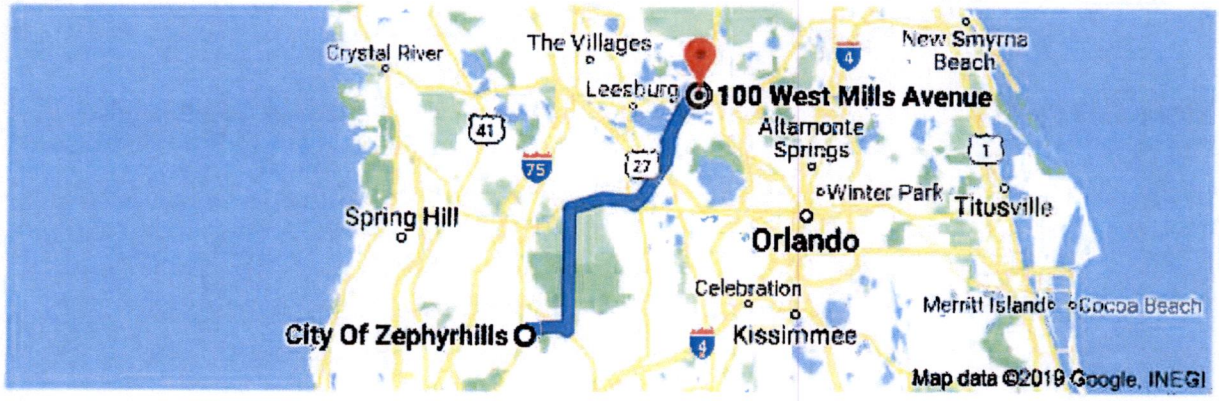
Kerneos Inc. - 1316 Priority Lane, Chesapeake, VA 23324
Phone: (757) 284-3200 FAX: (757) 284-3300

CICS

TAB 4 -OFFICE LOCATION

Our office is located at 100 West Mills Avenue in Eustis, FL 32726 which is 1 ½ hours from City of Zephyrhills. Our technicians also live in this area and are available to respond as needed by the City.

Please see map below:



Approximately 1 hour 27 min (67 miles)

TAB 5 - RESPONSIVENESS / AVAILABILITY OF EQUIPMENT

RCM Utilities owns all the equipment listed below and the yard where our equipment is stored is at 100 West Mills Avenue Eustis, FL 32726

Trucks:

2018 Ram 5500 with 6000 lb. crane- heavy construction truck

2015 Ford F550 with 500 lb. crane – heavy construction truck

2016 Chevrolet 2500 with 3000 lb. crane – service truck

2004 Chevrolet 2500 – shop truck

Trailers:

2009 35' Hooper Gooseneck trailer

2018 18" Taylor Equipment trailer

16' Tandem Dump trailer

Equipment:

30HP Tractor with bucket

Hose Monster

5000 lb. Warehouse Forklift

3000 lb. Warehouse Forklift

Ditch Witch Trencher

(2) 3" Diaphragm Mud Hogg pumps

2" & 3" Trash Pumps

Hose Monster Test

Fire Hydrant Flow Test Equipment

High Pressure leak stop grout pump

(2) 11000-watt welder generators

(1) 8600-watt generator

(1) 5000-watt generator

(1) gas powered air compressor

Confined Space rescue kit tripod, harness, blowers & gas monitors

Backflow Preventor test gauge

3610 Fiscal Court
Riviera Beach, Fl 33404
(561) 398-2781 C
(561) 881-0013 F
maxxenvironmental.com

Response Approach to Work Orders

SCHEDULING: We can be on-site next day for emergencies.

COMPLETION: Manholes; 3-7 per day / Lift Stations; 2.5 days max

EMERGENCY: We can be on-site within 24-48 hours.

MOBILIZATION: No additional cost – included within our bid pricing.

EQUIPMENT: Ford F450 lead box truck, Strong 35D Spray Rig,
Ford F450 support truck, 5000psi pressure washer trailer,
375cfm/150psi air compressor.

MATERIALS: Coating material new & rehab - Sewpercoat PG, Kerneos
Aggressive leak stops – Seal Guard 2 hydrophobic grout
Regular leak stops – Avanti 202 hydrophilic grout
Hole filling / Leak stops – Strong Plug
Wall patching / repairs – Strong QSR
Black Beauty sand (sandblasting) – Florida Sand & Silica
Safety Gear (Tripods, Gas detectors, etc) – Ritz Safety

PICTURES: We shall provide before and after pictures of all work.

SUB-CONTRACTORS: None. Maxx shall perform all services

SEWERCOAT

Labor/Equipment Rates Form

RFP 35-19-01 Water & Wastewater Misc Construction/Maintenance Services

LABOR and EQUIPMENT RATES	RATES WORKING HOURS	RATES AFTER HOURS
Supervisor	$50.00	$75.00
Foreman	$75.00	$113.00
Helper - Labor Only	$35.00	$53.00
Helper with Truck/Trailer	$50.00	$75.00
Backflow Technician	$40.00	$60.00
Other: (EXPLAIN)		
Please provide when after hours would apply	Anytime outside Mon - Fri 7am - 5 pm	

EQUIPMENT RATES	SET UP FEE	HOURLY	DAILY	WEEKLY	MONTHLY	OWNED or RENTED O	R
Mini Excavator with Operator	$150.00	$80.00	$800.00	$2,400.00	$9,600.00	O	
Back Hoe with Operator	$250.00	$125.00	$1,250.00	$6,250.00	$25,000.00		R
Vac Truck - 2 Man Crew	$250.00	$280.00	$2,800.00	$14,000.00	$56,000.00		R
CCTV Camera Trailer with Operator	$250.00	$175.00	$1,750.00	$8,750.00	$35,000.00		R
Tractor with Bucket with Operator	$250.00	$125.00	$1,250.00	$6,250.00	$25,000.00	O	
4" Sewage Bypass Pump with Hoses	$250.00	$40.00	$250.00	$650.00	$2,600.00		R
Bypass Pump Fuel Additional	$4.50 per gallon						
~~1500 Gallon Temporary Hydro Tank~~							
~~3000 Gallon Temporary Hydro Tank~~							
~~10000 Gallon Temporary Hydro Tank~~							
~~Aerator for Ground Storage Tank~~							
13000 Watt Generator	$250.00	$40.00	$170.00	$850.00	$3,400.00		R
Infiltrator MH Leak Stop Plus Labor	$150.00	$25.00	$150.00	$750.00	$3,000.00	O	
Portable Concrete Mixer with Crew							
Metal Fabrication/Welding Lead Man	$150.00	$75.00	$750.00	$3,750.00	$15,000.00	O	
Metal Fabrication/Welder	$150.00	$65.00	$650.00	$3,250.00	$13,000.00	O	
Sand Blast Trailer Rig with Crew	$250.00	$295.00	$2,950.00	$14,750.00	$59,000.00		R
Sand Blasting Sand	$5.00 per 50 lb bag						
Compactor with Operator	$150.00	$100.00	$1,000.00	$5,000.00	$20,000.00	O	
Air Compressor Road Bore	$250.00	$125.00	$1,250.00	$6,250.00	$25,000.00	O	

OTHER RATES	% MARK UP
Materials Purchased for Specific Job	25%
Materials from Stock	25%
Subcontract Labor	20%
Performance and Payment Bond	Cost 2%

Company Name: RCM Utilities, LLC

Authorized Signature/Date: Christopher R. Creech 07/26/2019

Christopher R. Creech Manager

TAB 7 -ACCEPTANCE OF CONDITIONS

As found in section 1.14.2 Insurance, RCM Utilities has been assured by its insurance provider Bates Insurance that a pollution policy for $1,000,000 for each pollution condition can be obtained if we are awarded this contract. Please let us know, and we can forward to you proof of coverage.

In addition, RCM Utilities has obtained builders' risk coverage when required on a job per job basis. If awarded this contract, and builder's risk coverage is required, we will notify our insurance provider and can forward to you proof of coverage.

Except for the two insurance coverages listed above, there are no known exceptions or deviations to the terms and conditions of the City of Zephyrhills RFP 35-19-01 Water & Wastewater Misc. Construction / Maintenance Services

FIRM DATA SHEET **RFP 35-19-01**

APPLICANT FIRM NAME: RCM Utilities, LLC

ADDRESS: 100 West Mills Ave Eustis, FL 32726

TELEPHONE NUMBER: 352-561-2990

FAX NUMBER: 352-292-0139

EMAIL ADDRESS: chris@rcmutilities.com

FEIN NUMBER: 82-4160762

CONTACT PERSON/TITLE: Christopher R. Creech Owner/ Manager

Type Ownership: Limited Liability Company

Submittal for _____ Parent Company
_____ Branch or Subsidiary

Parent Company, if any: _____

Former Parent Company/Companies:

Name/Title/Phone Number of two Principals in the firm:

John C. Riggs Operations Manager 352-267-6264
Weston Hartwright Field Supervisor 352-456-8623
Melissa Moss Executive Assistant 352-267-0874

Present Offices: City/State/Number of personnel for each:
Eustis, FL 8

SUBCONTRACTOR:

Firm Name and Address	Services to be Provided
1. Betts Electrical Services, LLC 9590 SE 190th Court Ocklawaha, FL 32179	1. Electrical
2. Max Environmental, LLC 3610 Fiscal Court Rivera Beach, FL 33404	2. Sewpercoat
3.	3.
4.	4.
5.	5.

DRUG-FREE WORKPLACE FORM

The undersigned vendor, in accordance with Florida Statute 287.087, hereby

certifies that RCM Utilities, LLC does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or pleas of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Christopher R. Creech
Bidder's Signature Christopher R. Creech

07/26/2019
Date

PUR062.036
re. 10/97

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to City of Zephyrhills
(print name of the public entity)

by Christopher R. Creech Manager / Owner
(print individual's name and title)

for RCM Utilities, LLC
(print name of entity submitting sworn statement)

whose business address is

100 West Mills Ave Eustis, FL 32726

and (if applicable) its Federal Employer Identification Number (FEIN) is 82-4160762

(If the entity has no FEIN, include the Social Security Number of the individual

signing this sworn statement: .)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes means:

    1. A predecessor or successor of a person convicted of a public entity crime; or
    2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors,

executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

_X_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Christopher R. Creech
(Signature)

Sworn to and subscribed before me this 26 day of July, 2019

Personally known Christopher R. Creech

Or Produced identification _____

Notary Public – State of Florida

Melissa Moss
My commission expires November 8, 2019
(Type of Identification)

MELISSA MOSS
Commission # FF 897456
Expires November 8, 2019
Bonded Thru Troy Fain Insurance 800-385-7019

_____
(Printed, Typed or stamped commissioned name of notary public)

Form PUR 7068 (Rev. 06/18/92)

Addenda Receipt Acknowledgment

Addendum # 1 Date 07/01/2019 Initials CRC

Addendum #_____ Date _____ Initials_____

Addendum #_____ Date _____ Initials_____

Addendum #_____ Date _____ Initials_____

Firm Representative:

Christopher R. Creech

Signature/Date **(Executed by Corporate Authority)**
Christopher R. Creech Manager

NON-COLLUSIVE AFFIDAVIT

State of Florida
County of Lake

Christopher R. Creech, being first duly sworn, deposes and says that he/she is Manager of RCM Utilities, LLC, the party making the fore-going submittal of qualifications or bid that such submittal (partner or officer of the Firm, etc)

Or bid is genuine and not collusive or sham; that said Firm has not colluded, conspired, connived or agreed, directly or indirectly, with any Firm or person, to put in a sham response or to refrain from responding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to secure any advantage against the City of Zephyrhills of any person interested in the proposed contract; and that all statements in said response are true.

Christm R. Creech
Officer

RCM Utilities, LLC *(Company Name)*

State of Florida
County of Lake

The foregoing instrument was acknowledged before me this 26 day of July 2019
by
Christopher R. Creech Manager *(name and title of corporate officer)*
of RCM Utilities, LLC *(Name of Corporation),*
a Florida *(state or place of incorporation)* corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ *(Identification type)* as identification.

Melissa Moss *(Signature line for notary public)*

Melissa Moss *(Name of notary type, printed or stamped)*

AMBR / Executive Assistant *(Title or rank)*

My commission expires: November 8, 2019
Serial number, if any _____

MELISSA MOSS
Commission # FF 897456
Expires November 8, 2019
Bonded Thru Troy Fain Insurance 800-385-7019

E-VERIFY

RFP No: 35-19-01
Project Description: Water & Wastewater Misc Construction /Maintenance Services

Vendor/Consultant acknowledges and agrees to the following:

Vendor/Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;

1. all persons employed by the Vendor/Consultant during the term of the Contract to perform employment duties within Florida; and
2. all persons, including subcontractors, assigned by the Vendor/Consultant to perform work pursuant to the contract with the City of Zephyrhills.

Company/Firm: RCM Utilities, LLC

Authorized Signature: Christopher R. Creech

Title: Manager / Owner

Date: July 26, 2019

RFP ACCEPTANCE

I acknowledge and understand the requirements set forth in RFP 35-19-01 Water & Wastewater Misc Construction/Maintenance Services.

Christopher R. Creech
Authorized Signature

07/26/2019
Date

Christopher R. Creech
Printed Name

RCM Utilities, LLC
Company Name

In witness whereof, the above submitted has hereunto set his signature and affixed his seal this 26 day of July A.D. 2019

MELISSA MOSS
Commission # FF 897456
Expires November 8, 2019
Bonded Thru Troy Fain Insurance 800-385-7019

(Seal) By: Melissa Moss
Title: AMBR / Executive Assistant

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: **Re-read of Robert "Bob" Bernstein Day Proclamation**

REQUESTED ACTION: Staff recommends approval.

CONTRACT: Vendor/Entity:

Effective Date: Termination Date:

Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

Please see the attached proclamation in honor of Robert "Bob" Bernstein. At the previous commission meeting, one of his sons, Wyatt, was in attendance to receive the proclamation in his father's honor. The family appreciated the gesture, and has since requested another full copy for Bob's other son, Bryse.

EST. 1877
WILDWOOD
FLORIDA

Proclamation

WHEREAS, November is Alzheimer's Awareness Month, and the City of Wildwood staff wish to honor Robert "Bob" Bernstein and his family; and,

WHEREAS, Bob was best known for his compassion, unconditional love, and support of children in the community; and

WHEREAS, Bob instilled valuable life lessons in each one of his players, always encouraging them to pursue their dreams and be the best they can in both sports and education; and,

WHEREAS, Bob took pride in coaching youth sports throughout his 40 year career with Pop Warner football and baseball; and,

WHEREAS, Bob was involved in any and all organizations in the community that focused on guiding youth toward the path of success, such as FFA, Wildwood Middle High School Athletic Club, Kiwanis Club, Rotary Club, AVID, and NHS; and,

WHEREAS, Bob's legacy shall forever be remembered in the hearts of hundreds who lovingly referred to him as "Dad."

NOW, THEREFORE, BE IT RESOLVED, by the City Commission of the City of Wildwood, Florida, that the 13th day of November 2023, be, and is hereby proclaimed as

ROBERT "BOB" BERNSTEIN DAY

IN WITNESS WHEREOF, we have PASSED and DULY ADOPTED this 13th day of November 2023.

CITY OF WILDWOOD CORPORATE SEAL SUMTER COUNTY, FLORIDA

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

_____
Ed Wolf, Mayor

ATTEST: _____
Jessica Barnes, City Clerk

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: **Swear in City Staff and Public Speakers**

REQUESTED ACTION:

CONTRACT: Vendor/Entity:

Effective Date: Termination Date:

Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: **Tri-County Sanitation Franchise Agreement Amendment**

REQUESTED ACTION: Staff recommends approval.

CONTRACT: Vendor/Entity: Tri-County Sanitation

Effective Date: 10/01/2023 Termination Date:

Managing Division/Department:

BUDGET IMPACT: No budget impact to the City.

HISTORY/FACTS/ISSUES:

The City passed Ordinance O2017-18 on April 10, 2017, granting Tri-County Sanitation, LLC a non-exclusive franchise for solid waste services within The Villages®' development lying south of SR 44.

Section 11 of the ordinance allows for an annual adjustment to fees on October 1st equal to 100% of the Consumer Price Index (CPI), Urban Wage Earners and Clerical Workers, United States, South Urban, Not Seasonally Adjusted, All items less energy Consumers, published by the U.S. Department of Labor, Bureau of Labor Statistics for the preceding twelve (12) month Franchise Agreement period. The CPI index to be used is that of April to April for the previous twelve (12) months. The ordinance further states that in no event shall the increase be less than two percent (2%) and no greater than four percent (4%).

The CPI increase for the period covered by this ordinance was 6.43%; therefore, the franchisee is entitled to request up to a 4% increase in rates. The rates attached to the ordinance represent an increase of 4%. For a residential user, the adjustment amounts to an additional $.74 per month; however, the fuel adjustment approved in July is being revoked; therefore, the total impact on the monthly residential fee is an increase of $.37. Additional pricing for commercial customers can be seen in the attachment. These fees are billed and collected by the franchisee to customers within their franchise area.

ORDINANCE NO. O2023-45

AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA AMENDING AND RESTATING ORDINANCE NO 2017-18, AS AMENDED; RELATING TO THE TRI-COUNTY SOLID WASTE FRANCHISE AGREEMENT; AMENDING EXHIBIT "B" AND EXHIBIT "C"; ESTABLISHING NEW RATES AND FEES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Wildwood, Florida (the "City") enacted Ordinance No. O2017-18 on April 10, 2017 (the "Tri-County Solid Waste Franchise Ordinance" or the "Ordinance"), relating to the granting of a non-exclusive franchise for solid waste collection to serve certain specified properties as further set forth in the Ordinance; and

WHEREAS, the franchise was granted to Tri-County Sanitation, LLC, Southeast referred to herein as the ("Franchisee"); and,

WHEREAS, Section 11(2) of the Ordinance indicates that adjustments to the approved rates and fee schedule are based on the change to the Consumer Price Index (CPI) over the previous year and shall not be less than positive two percent (2.0%) or greater than positive four percent (4.0%); and,

WHEREAS, the CPI change from April 2022 to April 2023 was 6.43% which is above the allowed increase range of two percent (2%) to four percent (4%); and,

WHEREAS, the Franchisee is requesting amendments to Exhibits "B" and "C" of the Ordinance to reflect a 4.0% adjustment to the approved rates and fee schedule, which is the maximum increase allowed under the Ordinance; and,

WHEREAS, the City Commission has determined that it is in the best interests of the citizens and residents of the City for the Ordinance to be amended as set forth herein.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED by the City Commission of the City of Wildwood, Florida, as follows:

SECTION 1. FINDINGS AND INTENT. The City Commission finds that the above recitals warrant amendment of the Tri-County Solid Waste Franchise Ordinance.

SECTION 2. AMENDMENT. The Amended and Restated Tri-County Solid Waste Franchise Ordinance is amended as follows:

(a) Exhibits “B” and “C” of the Amended and Restated Tri-County Solid Waste Franchise Ordinance are hereby replaced by amended EXHIBIT B – RESIDENTIAL RATES and amended EXHIBIT C – COMMERCIAL RATES which are attached hereto. Exhibits “B” and “C” are effective as of October 1, 2023 as stated thereon.

SECTION 3. Except as amended in Section 2 herein, the Amended and Restated Tri-County Solid Waste Franchise Ordinance shall remain unchanged and in full force and effect.

SECTION 4. SEVERABILITY. If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

SECTION 5. CONFLICT. All ordinances or parts of ordinances in conflict herewith, be, and the same are hereby repealed.

SECTION 6. EFFECTIVE DATE. Unless otherwise stated herein, this Ordinance shall become effective upon its adoption by the City Commission.

DONE AND ORDAINED this _____ day of _____, 2023, by the City Commission of the City of Wildwood, Florida.

CITY COMMISSION

CITY OF WILDWOOD, FLORIDA

_____
Ed Wolf, Mayor

ATTEST: _____
Jessica Barnes, City Clerk

First Reading: _____

Second Reading: _____

Approved as to form:

_____
City Attorney

EXHIBIT B – RESIDENTIAL RATES

Tri-County Sanitation

Monthly Solid Waste and Recycling Rates and Charges

- Residential Curbside (Effective 10/1/2023)

	10/1/2022	10/1/2023	% Change
Collection	$19.18	$19.94	4.00%
Disposal	$2.97	$2.97	0.00%
Fuel Surcharge	$0.39	$0.00	-100.00%
Total	$22.54	$22.91	1.67%

EXHIBIT C – COMMERCIAL RATES

Tri-County Sanitation

Monthly Solid Waste and Recycling Rates and Charges

- Commercial Curbside (Effective 10/1/2023)

	10/1/2022	10/1/2023	% Change
Collection	$17.61	$18.31	4.00%
Disposal	$2.97	$2.97	0.00%
Fuel Surcharge	$0.39	$0.00	-100.00%
Total	$20.97	$21.28	1.50%

- Commercial Dumpster Containers Rates per Month (Effective 10/1/2023)

Size	4	4	4	4	4	4
Pick-Up/Week	1	2	3	4	5	6
Service Charge	$116.86	$233.73	$350.59	$467.45	$584.33	$701.20
Disposal	$37.44	$74.87	$112.00	$149.75	$187.19	$224.63
Fuel Surcharge	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total	$154.30	$308.60	$462.59	$617.20	$771.53	$925.83
Size	6	6	6	6	6	6
Pick-Up/Week	1	2	3	4	5	6
Service Charge	$167.11	$278.56	$417.18	$556.50	$696.51	$835.83
Disposal	$56.16	$112.31	$168.00	$224.63	$280.78	$336.94
Fuel Surcharge	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total	$223.27	$390.87	$585.18	$781.13	$977.29	$1,172.77
Size	8	8	8	8	8	8
Pick-Up/Week	1	2	3	4	5	6
Service Charge	$181.04	$348.22	$515.40	$682.58	$849.76	$1,016.94
Disposal	$74.88	$149.75	$224.63	$299.50	$374.38	$449.24
Fuel Surcharge	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total	$255.92	$497.97	$740.03	$982.08	$1,224.14	$1,466.18

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City of Wildwood website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference: O2023-45

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, a business impact estimate is not required by state law[1] for the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☒ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
  a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
  b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
  c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
  d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

[1] See Section 166.041(4)(c), Florida Statutes.

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: **Surplus Computers and Other Equipment Nov. 2023**

REQUESTED ACTION: Staff recommends approval.

CONTRACT: Vendor/Entity: Stream Recycling

Effective Date:11/27/2023 Termination Date:

Managing Division/Department: Information Technology

BUDGET IMPACT: Revenue from employee purchases of equipment and public auction of property.

HISTORY/FACTS/ISSUES:

This Resolution declares certain computers, cell phones, and peripheral equipment as surplus and provides for methods of disposal of said equipment, including some smaller, non-electronic items transferred to the city from the Police Department for auction or disposal. Any equipment deemed to be of continued use may be offered for employee purchase, listed on publicsurplus.com, or donated. Items available for employee purchase are noted in the "Sell" category; items to be sold to the public are listed under the "Auction" category; items to be donated are noted in the "Donate" category; and all remaining items to be disposed of are listed under the "Junk" category.

Stream Recycling will haul away all junk electronic equipment at no charge to the city. The service includes pickup on-site, destruction of hard drives through a physical shredding process, and provision of certificates of destruction for all equipment recycled to meet records management guidelines.

RESOLUTION NO. R2023-32

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILDWOOD, FLORIDA DECLARING CERTAIN EQUIPMENT AS SURPLUS; DETERMINING THAT CERTAIN EQUIPMENT IS TO BE DISPOSED OF THROUGH ONLINE AUCTION, DONATION TO A NON-PROFIT ORGANIZATION, RETAINED FOR PARTS, EMPLOYEE PURCHASE, OR JUNK TO BE DISPOSED OF AS TRASH; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Wildwood is the owner of certain equipment identified by attached Exhibit A, and

WHEREAS, the City Commission of the City of Wildwood has determined that the equipment is surplus because the equipment is no longer of use by or a benefit to the City.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COMMISSION OF THE CITY OF WILDWOOD, THAT:

1. The Property identified in attached Exhibit A is hereby declared surplus.

2. The property may be auctioned through an on-line auction company, donated to another nonprofit agency that has a need, disassembled for parts, sold to employees through the Employee Purchase Policy, or considered junk and disposed of as trash / recycled.

3. This Resolution shall take effect immediately upon its final adoption by the City Commission of the City of Wildwood, Florida.

DONE AND RESOLVED, this _____ day of _____, 2023, in regular session, by the City Commission of the City of Wildwood, Florida.

CITY COMMISSION,
CITY OF WILDWOOD, FLORIDA

SEAL

_____
Ed Wolf, Mayor

ATTEST:_____
Jessica Barnes, City Clerk

CITY OF WILDWOOD
DEPARTMENT SURPLUS LIST

NOTE: ALL Equipment/vehicles/furnishings/property must be declared Surplus by Resolution of the City Commission.
Please log items with all information requested and state if the item should be for auction/bid/sale/donation or junk to be trashed.
Provide the location where the equipment is being held. Resolutions will be prepared in the City Clerk's office for presentation to the Commission as lists are accumulated. Upon declaration
The City Clerk Dept will assist in providing Cost.
Items for auction/bid/sale will be listed by Fleet Services or Clerk/Finance on the Public Group website,
which is open to anyone to register and bid.

ASSET#	Condition	Donate-Sell-Auction-Parts-Junk	Date	Dept	Description	Serial Number	Cost	Original or Replacement or Disposal value
None	Good	Auction	2/22/2021	IT	Silver color metal bracelet	WWPD19EVP000209		
None	Junk	Junk	10/27/2023	WasteWater	Dell, Lenovo, IBM Keyboard x5	N/A	N/A	
None	Junk	Junk	10/27/2023	Executive	APC battery backup x2	N/A	N/A	
None	Junk	Junk	10/27/2023	WasteWater	CyberPower Battery Backup 1500	N/A	N/A	
None	Junk	Junk	10/27/2023	Parks	70 Inch Vizio TV	M/A	N/A	
None	Junk	Junk	10/27/2023	IT	DKWW2104	G6BE01700LSJ	N/A	
None	Junk	Junk	10/27/2023	IT	LINKSYS 5-port switch	R872033015876	N/A	
None	Junk	Junk	10/27/2023	IT	Cisco 4-port VPN router	NKS211506TD	N/A	
None	Junk	Junk	10/27/2023	IT	Cisco 4– port VPN router	NKS17230697	N/A	
None	Junk	Junk	10/27/2023	IT	2 X monitor stands	N/A	N/A	
None	Junk	Junk	10/27/2023	Water	HP OfficeJet, pro 6986	ATH9102 Q2 T9	N/A	
None	Junk	Junk	11/20/2023	IT	Inversion computer monitor	N/A	N/A	
None	Junk	Junk	11/20/2023	Executive	HP OfficeJet, pro 9025	TH08A76118	N/A	
None	Junk	Junk	11/20/2023	IT	ACER computer monitor	92619206442	N/A	
PD0750	Junk	Junk	11/20/2023	PD	dell Lattitude (PD)	C1RLTZ1 (Service Tag)	N/A	
N/A	Junk	Junk	11/20/2023	WasteWater	Intel Pentium a1020n computer	CNH5130 V9 C	N/A	
N/A	Junk	Junk	11/20/2023	IT	Misc. Monitor Stand Parts	N/A	N/A	
N/A	Junk	Junk	11/20/2023	Parks	Lenovo think center 2x	71 Y 3514	N/A	
N/A	Junk	Junk	11/20/2023	IT	30 USB-A Chords	N/A	N/A	
N/A	Junk	Junk	11/20/2023	IT	Misc. Ethernet Chords	N/A	N/A	
N/A	Junk	Junk	11/20/2023	PD	Brother, printer, drum unit	MDRL21N5006722ALY9155	N/A	
N/A	Junk	Junk	11/20/2023	IT	Misc. Power/Charging Adapters	N/A	N/A	
N/A	Junk	Junk	11/20/2023	Water	Lenovo Laptop	WB11378030	N/A	
N/A	Junk	Junk	11/20/2023	WasteWater	Lase toner cartridge	PT106	N/A	
N/A	Junk	Junk	11/20/2023	Public Works	Verizon Mifis (X10)	N/A	N/A	
N/A	Junk	Junk	11/20/2023	WasteWater	Printer, toner, cartridge, brother	MTRG21NR033321KLJB889	N/A	
N/A	Junk	Junk	11/20/2023	WasteWater	Replacement toner cartridge	N/A	N/A	
N/A	Junk	Junk	11/20/2023	IT	2 Dell Latitude Laptop Keyboards	N/A	N/A	
N/A	Sell	Sell	11/20/2023	IT	PW 01 – SPR. Desktop.	N/A	N/A	
N/A	Junk	Junk	11/20/2023	Water	Epson printer	K77K241999	N/A	
N/A	Junk	Junk	11/20/2023	Water	Brother MFC – 6490CW printer	U62054M8F111186	N/A	
N/A	Junk	Junk	11/20/2023	IT	Security cams 25x	N/A	N/A	
N/A	Junk	Junk	11/20/2023	IT	Misc.Display Chords			
N/A	Junk	Junk	11/20/2023	IT	Altec lancing speakers	BX1120	N/A	
N/A	Operable	Junk	11/20/2023	IT	HP Pro Display Monitor (X2)	N/A	N/A	

CITY OF WILDWOOD

DEPARTMENT SURPLUS LIST

NOTE: ALL Equipment/vehicles/furnishings/property must be declared Surplus by Resolution of the City Commission.
Please log items with all information requested and state if the item should be for auction/bid/sale/donation or junk to be trashed.
Provide the location where the equipment is being held. Resolutions will be prepared in the City Clerk's office for presentation to the Commission as lists are accumulated. Upon declaration
The City Clerk Dept will assist in providing Cost.
Items for auction/bid/sale will be listed by Fleet Services or Clerk/Finance on the Public Group website,
which is open to anyone to register and bid.

ASSET#	Condition	Donate-Sell-Auction-Parts-Junk	Date	Dept	Description	Serial Number	Cost	Original or Replacement or Disposal value
N/A	Operable	Junk	11/20/2023	IT	Dell E2020H Monitors (6)	N/A	N/A	
N/A		Auction	11/20/2023	Finance/IT	10k Gold Rope with 10k Gold Charm	PD Evidence	N/A	
N/A		Auction	11/20/2023	Finance/IT	Assorted Fake Gold Jewlery	PD Evidence	N/A	
N/A		Auction	11/20/2023	Finance/IT	Silver Hoop Ear Ring from Marker #2	PD Evidence	N/A	
N/A		Auction	11/20/2023	Finance/IT	Silver Hoop Ear Ring from Marker #1	PD Evidence	N/A	
N/A		Auction	11/20/2023	Finance/IT	Skylar Stud Ear ring set	PD Evidence	N/A	
N/A		Auction	11/20/2023	Finance/IT	Dapne Drahp Earring set	PD Evidence	N/A	
N/A		Auction	11/20/2023	Finance/IT	Silver Fossil Wrist Watch	PD Evidence	N/A	
N/A		Auction	11/20/2023	Finance/IT	Small Gold Ring W/ Diamond like stone	PD Evidence	N/A	
N/A	Junk	Junk	11/20/2023	Finance/IT	Track Phone (non smart)	PD Evidence	N/A	
N/A	Junk	Junk	11/20/2023	Finance/IT	Samsung Flip Phone	PD Evidence	N/A	
N/A	Junk	Junk	11/20/2023	Finance/IT	Blu Cell phone	PD Evidence	N/A	
N/A	Junk	Junk	11/20/2023	Finance/IT	Unknown phone (smart)	PD Evidence	N/A	
N/A	Junk	Junk	11/20/2023	Finance/IT	Unknown phone (smart)	PD Evidence	N/A	
N/A	Junk/Auction	Junk	11/20/2023	Finance/IT	7 iPhones Gen 6th-10th	PD Evidence	N/A	
N/A	Junk	Junk	11/20/2023	Finance/IT	Vlavi Electrial Tool/Computer	PD Evidence	N/A	
N/A	Junk	Junk	11/20/2023	Finance/IT	HP Laptop	PD Evidence	N/A	
N/A	Sell	Sell	11/22/2023	IT	CW-O1 Server	N/A	N/A	
N/A	Sell	Sell	11/22/2023	IT	iPhone XR (X2)	N/A	N/A	
N/A		Junk	11/22/2023	IT	27 AOC monitor (no stand)	N/A	N/A	
N/A		Junk	11/22/2023	IT	27 View Sonic monitor (no stand)	N/A	N/A	
N/A	Obsolete	Junk	11/22/2023	IT	WatchGuard Firebox	N/A	N/A	
N/A	Obsolete	Junk	11/22/2023	IT	White Sonic Wall	N/A	N/A	
N/A	Junk	Junk	11/22/2023	Code Enf.	HP DeskJet 8600		N/A	
N/A	Obsolete	Sell	11/22/2023	Executive	Lenovo Laptop	LTWW1801	N/A	

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: **Pay Application No.1 for Main Street Parking Garage in the Amount of $403,149.92**

REQUESTED ACTION: Staff recommends approval.

CONTRACT: Vendor/Entity:

Effective Date: Termination Date:

Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

In August 2023, the City Commission approved a design-build contract with Finfrock Construction, LLC for construction of the Main Street Parking Garage. Attached is Pay Application No.1 in the amount of $403,149.92 together with an associated conditional waiver and release of lien upon progress payment in the same amount.

The City's consultant for the project, Ket West, Principal Architect with CPH Corporation, and staff have reviewed the pay application and conditional waiver and release of lien upon progress payment for accuracy.

Requisition

FINFROCK

TO CLIENT:	City of Wildwood, 100 North Main Street Wildwood, FL 34785	**PROJECT:**	Wildwood PG Oxford St. & Main St Wildwood, FL 34785	**APPLICATION NO:** **PERIOD TO:** **PROJECT NOS:**	001 10/31/2023 C22008
FROM CONTRACTOR:	Finfrock Construction, LLC 2400 Apopka Blvd Apopka, FL 32703	**VIA ARCHITECT:**	Finfrock Design, LLC 2400 Apopka Blvd Apopka, FL 32703	**CONTRACT DATE:**	8/23/2023
CONTRACT FOR:	Wildwood Parking Garage				

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM		$6,315,602.00
2. Net change by Change Order		$0.00
3. CONTRACT SUM TO DATE		$6,315,602.00
4. TOTAL COMPLETED & STORED TO DATE		$408,177.39
5. RETAINAGE:		
a. Completed Work	$5,027.47	
b. Stored Material	$0.00	
Total Retainage		$5,027.47
6. TOTAL EARNED LESS RETAINAGE		$403,149.92
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT		$0.00
8. CURRENT PAYMENT DUE		$403,149.92
9. BALANCE TO FINISH, INCLUDING RETAINAGE		$5,912,452.08

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$0	$0
Total approved this month	$0	$0
TOTALS	$0	$0
NET CHANGES by Change Order		$0

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and the belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: 10-25-23

State of: FL

County of: Orange

Subscribed and sworn to before me this: 25th day of October

Notary Public: Kimberlie A. Crawford

My Commission expires: August 9, 2023

KIMBERLIE A. CRAWFORD
Notary Public - State of Florida
Commission # HH 030278
My Comm. Expires Aug 9, 2024
Bonded through National Notary Assn.

CONTINUATION SHEET

FINFROCK

APPLICATION AND CERTIFICATE FOR PAYMENT,
containing Contractors's signed Certification, is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 001
APPLICATION DATE: 10/24/2023
PERIOD TO: 10/31/2023
PROJECT NOS: C22008

A	B	C	D	E	F	G	H		I	J
			Work Completed		Materials Stored		Total		Balance to	
Item No.	Description of Work	Scheduled Value	From Prev/Material Installed	This Period	From Prev (Not in D or E)	Curr Stored (Not in D or E)	Completed & Stored to Date (D+E+F+G)	% (H / C)	Finish (C-H)	Retainage
001	Division 01 - General Requirements	$340,728.00	$0.00	$20,000.00	$0.00	$0.00	$20,000.00	5.87%	$320,728.00	$1,000.00
002	Division 02 - Sitework	$160,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	0.00%	$160,000.00	$0.00
003	Division 03 - Concrete	$3,484,333.00	$0.00	$0.00	$0.00	$0.00	$0.00	0.00%	$3,484,333.00	$0.00
004	Division 04 - Masonry	$78,498.00	$0.00	$0.00	$0.00	$0.00	$0.00	0.00%	$78,498.00	$0.00
005	Division 05 - Metals	$389,755.00	$0.00	$0.00	$0.00	$0.00	$0.00	0.00%	$389,755.00	$0.00
006	Division 07 - Thermal & Moisture Protection	$107,312.00	$0.00	$0.00	$0.00	$0.00	$0.00	0.00%	$107,312.00	$0.00
007	Division 08 - Openings	$18,400.00	$0.00	$0.00	$0.00	$0.00	$0.00	0.00%	$18,400.00	$0.00
008	Division 09 - Finishes	$77,137.00	$0.00	$0.00	$0.00	$0.00	$0.00	0.00%	$77,137.00	$0.00
009	Division 10 - Specialties	$90,939.00	$0.00	$0.00	$0.00	$0.00	$0.00	0.00%	$90,939.00	$0.00
010	Division 12 - Furnishings	$9,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	0.00%	$9,000.00	$0.00
011	Division 14 - Conveying Systems	$129,000.00	$0.00	$45,150.00	$0.00	$0.00	$45,150.00	35.00%	$83,850.00	$2,257.50
012	Division 21 - Fire Prevention	$44,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	0.00%	$44,000.00	$0.00
013	Division 22 - Plumbing	$96,004.00	$0.00	$0.00	$0.00	$0.00	$0.00	0.00%	$96,004.00	$0.00
014	Division 23 - HVAC	$11,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	0.00%	$11,000.00	$0.00
015	Division 26 - Electrical	$269,386.00	$0.00	$15,000.00	$0.00	$0.00	$15,000.00	5.57%	$254,386.00	$750.00
016	Division 28 - Electronic Safety & Security	$4,461.00	$0.00	$0.00	$0.00	$0.00	$0.00	0.00%	$4,461.00	$0.00
017	Division 31 - Earthwork	$42,241.00	$0.00	$0.00	$0.00	$0.00	$0.00	0.00%	$42,241.00	$0.00
018	Division 32 - Surface Improvements	$220,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	0.00%	$220,000.00	$0.00
019	Division 33 - Utilities	$120,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	0.00%	$120,000.00	$0.00
020	Design Fees	$269,000.00	$0.00	$269,000.00	$0.00	$0.00	$269,000.00	100.00%	$0.00	$0.00
021	Builders Risk	$20,000.00	$0.00	$20,000.00	$0.00	$0.00	$20,000.00	100.00%	$0.00	$0.00
022	Bond	$18,628.00	$0.00	$18,628.00	$0.00	$0.00	$18,628.00	100.00%	$0.00	$0.00
023	General Contractor's Fee	$315,780.00	$0.00	$20,399.39	$0.00	$0.00	$20,399.39	6.46%	$295,380.61	$1,019.97
	Cumulative Totals	**$6,315,602.00**	**$0.00**	**$408,177.39**	**$0.00**	**$0.00**	**$408,177.39**	**6.46%**	**$5,907,424.61**	**$5,027.47**

CONDITIONAL WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT

The undersigned lienor, in consideration of the sum of FOUR HUNDRED THREE THOUSAND ONE HUNDRED FORTY-NINE DOLLARS AND NINETY-TWO CENTS ($403,149.92), hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished through 10-31-2023 to () on the job of Wildwood PG for the following property:

Wildwood PG
Oxford St. & Main St
Wildwood, FL 34785

This Waiver and Release may be executed by copied, scanned or other electronic means, which shall be deemed, and as enforceable as, an original signature.

Exceptions:
This waiver and release does not cover the following:

This waiver and release does not cover any retention or labor, services or materials furnished after the date specified above.

THIS WAIVER AND RELEASE IS EXPRESSLY CONDITIONED UPON RECEIPT AND CLEARANCE OF THE ABOVE FUNDS

DATED on 25th day of October, 2023.

LIENOR:

Finfrock Construction, LLC

By: Kathryn Malu

Printed Name: Kathryn Malu

Printed Title: Senior Project Manage

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: **Pavement Marking Services for a Not to Exceed Amount of $20,505.00**

REQUESTED ACTION: Staff recommends approval

CONTRACT: Vendor/Entity:

Effective Date: Termination Date:

Managing Division/Department: Public Works

BUDGET IMPACT: Funding for the project has been identified in the FY 24 budget and will be allocated from 001-541-30-3400 (Pavement Preservation/Rehabilitation).

HISTORY/FACTS/ISSUES:

The Public Works Operations Division inspected areas of the city where the pavement markings have either worn off and/or need updating/refreshing due to non-reflectivity. The areas are Oxford Street and Wonders Street by City Hall, Gamble Street, Burnsed Boulevard, Chairs Street, and CR 105. The pavement markings in these areas need replacing, which include centerline, edge line, crosswalks, parking stall lines, and symbols. Public Works contacted Sumter County regarding their contract with AKCA, LLC. for pavement markings as the contract has a “piggyback” clause. Both Sumter County and AKCA have agreed to let the City utilize their contract for this project.

Staff requests commission approval to award funding not to exceed $20,505.00 utilizing Sumter County contract RFP 043-0-2021/RS Sumter County Pavement Marking Services.

AKCA LLC.

4603 Reece Rd., Plant City, FL 33566
Tel: 813-752-4471 • Fax: 813-752-2357

Proposal

Proposal For	Date	Proposal Number
CITY OF WILDWOOD 743 HUEY STREET WILDWOOD, FL 34785- Attn: THOMAS RIGWOOD Phone: 352-626-2191 Fax: --	Wednesday, 11 October, 2023	**COW2023**

Bid Location
CITY OF WILDWOOD STRIPING

AKCA Authorized Signature

Code	Description	Quantity	U.M.	Unit Cost	Amount
BURNSED					
0706- 3	REFLECTIVE PAVEMENT MARKERS	15.000	EA	$5.00	$75.00
0711-11-221	THERMO STANDARD, YELLOW, SOLID 6"	40.000	LF	$1.50	$60.00
0711-11-224	THERMO STANDARD, YELLOW, SOLID 18"	50.000	LF	$5.00	$250.00
			Subtotal:		**$385.00**
CR 105					
0706- 3	REFLECTIVE PAVEMENT MARKERS	150.000	EA	$5.00	$750.00
0711-11-121	THERMO STANDARD, WHITE, SOLID 6"	3,365.000	LF	$1.50	$5,047.50
0711-11-125	THERMO STANDARD, WHITE, SOLID 24"	30.000	LF	$7.00	$210.00
0711-11-160	THERMO STANDARD, WHITE MESSAGE	7.000	EA	$50.00	$350.00
0711-11-170	THERMO STANDARD, WHITE ARROW	17.000	EA	$50.00	$850.00
0711-11-221	THERMO STANDARD, YELLOW, SOLID 6"	2,900.000	LF	$1.50	$4,350.00
0711-11-224	THERMO STANDARD, YELLOW, SOLID 18"	90.000	LF	$5.00	$450.00
			Subtotal:		**$12,007.50**
GAMBLE ST					
0711-11-121	THERMO STANDARD, WHITE, SOLID 6"	900.000	LF	$1.50	$1,350.00
			Subtotal:		**$1,350.00**
OXFORD ST					
0706- 3	REFLECTIVE PAVEMENT MARKERS	22.000	EA	$5.00	$110.00
0711-11-121	THERMO STANDARD, WHITE, SOLID 6"	510.000	LF	$1.50	$765.00
0711-11-123	THERMO STANDARD, WHITE, SOLID 12"	240.000	LF	$4.00	$960.00
0711-11-125	THERMO STANDARD, WHITE, SOLID 24"	30.000	LF	$7.00	$210.00
0711-11-160	THERMO STANDARD, WHITE MESSAGE	5.000	EA	$50.00	$250.00
0711-11-221	THERMO STANDARD, YELLOW, SOLID 6"	850.000	LF	$1.50	$1,275.00
			Subtotal:		**$3,570.00**
WONDERS ST					
0706- 3	REFLECTIVE PAVEMENT MARKERS	22.000	EA	$5.00	$110.00
0711-11-121	THERMO STANDARD, WHITE, SOLID 6"	225.000	LF	$1.50	$337.50
0711-11-123	THERMO STANDARD, WHITE, SOLID 12"	240.000	LF	$4.00	$960.00
0711-11-125	THERMO STANDARD, WHITE, SOLID 24"	30.000	LF	$7.00	$210.00

Code	Description	Quantity	U.M.	Unit Cost	Amount
0711-11-160	THERMO STANDARD, WHITE MESSAGE	5.000	EA	$50.00	$250.00
0711-11-170	THERMO STANDARD, WHITE ARROW	1.000	EA	$50.00	$50.00
0711-11-221	THERMO STANDARD, YELLOW, SOLID 6"	850.000	LF	$1.50	$1,275.00
				Subtotal:	**$3,192.50**

We Propose: hereby to furnish material and labor - complete in accordance with the above specifications, for the sum of: **$20,505.00**

Payment: All payment must be made as follows: **Net 30 Days Pending Credit Approval**

Notes:

Contingencies:

1. All MOT to be provided by the Prime Contractor for all striping, signage installation & testing.
2. MOT required to be provided by Striping Contractor will carry an additional charge to be determined by MOT devices and crew requirements.
3. Lump Sum MOT traffic shifting is based on ____ mobilization(s). Additional mobilizations will carry a charge of $1,600.00 per crew, per shift.
4. NO Off Duty Officers are included in the quote.
5. Paint pricing is based on not more than ____ daily mobilizations for a paint crew. Additional mobilizations are $1,600.00 ea. day.
6. Painted Pavement Marking pricing is based on (1) paint crew per shift. Additional paint crews required will carry an additional charge of $1,600.00 per shift, per additional crew.
7. Bond rate is __1__%.
8. There is a minimum additional charge of for working non-work regulated days, such as Friday evening, Saturday evening, Sunday or Holidays.
9. A minimum asphalt cure time of __14__ days is required prior to thermoplastic installation. Thermoplastic installation will not begin until all concrete and paving operations have been completed. Striping Contractor will require ____ normal work days for the thermoplastic installation. Striping Contractor will not be responsible for any charges or penalties resulting from insufficient contract days provided for this portion of the work. Thermoplastic will be considered the controlling item of work during its application and shall dictate allowable weather days.
10. Thermoplastic reflectivity readings will be taken 10-14 after the thermoplastic installation is completed. Allow __5__ contract days for reflectivity readings and reporting. Striping Contractor will not be responsible for any charges or penalties resulting from insufficient contract days provided for this portion of the work.
11. Any "Late Delivery" charges or penalties will be equally shared by all parties involved in the work since the beginning of the project as if the first day of the contract were just as important as the last day of the contract. Any "Early Completion" bonus will be shared on a pro rata share with subcontractor.
12. Thermoplastic installation pricing is based on (1) hand work crew and (1) longline crew. Additional crew requests to meet contract deadlines will be an additional charge. The additional charge will be determined based on number of additional crews requested and number of mobilizations.
13. Pavement marking removal by water blasting will be $1.75 p.s.f. with a minimum charge of per shift per crew. Pavement marking removal by grinding will be $1.75 p.s.f. with a minimum charge of per shift per crew.
14. All notes must be included in the contract upon execution and will nullify any contradicting terms and conditions within the Prime Contractors agreement.
15. Waterblasting or grinding is the method Akca inc will use to correct incorrect striping. Akca Inc. Is not responsible for any milling or resurfacing due to incorrect striping.

** Bid quantities are approximate and will be invoiced per actual quantities installed.*

Acceptance: The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signed Date: _____ Signature: _____

SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: Enter into an Agreement with AKCA, LLC for RFP 043-0-2021/RS Sumter County Pavement Marking Services (Staff Recommends Approval).

REQUESTED ACTION: **Staff Recommends Approval**

Meeting Type: Regular Meeting **DATE OF MEETING:** **1/25/2022**

CONTRACT: ☐ N/A Vendor/Entity: AKCA, LLC
Effective Date: 1/25/2022 Termination Date: 1/24/2024
Managing Division / Dept: **Operations**

BUDGET IMPACT: $250,000.00
FUNDING SOURCE: **General Fund**
Type: Annual **EXPENDITURE ACCOUNT:** **001-340-541-4631**

HISTORY/FACTS/ISSUES:

RFP 043-0-2021/RS Sumter County Pavement Marking Services was broadcasted on 12/6/2021. Proposals were due on 1/7/2022 at 10:00 a.m. and opened at 10:05 a.m. in the Training Room located at 319 E. Anderson Avenue, Bushnell, FL 33513.

One (1) proposal was received from the following:

1. AKCA, LLC.

The Selection Committee met on 1/10/2022 at 10:00 a.m. in the Training Room located at 319 E. Anderson Avenue, Bushnell, FL to score the RFP submittal. Scoring was as follows:

1. AKCA, LLC – 9.00 (out of a possible 15.00)

The Selection Committee agreed to recommend to the Sumter County Board of County Commissioners to enter into contract with AKCA, LLC.

The following items are attached: Proposal opening meeting minutes from 1/7/2022, Selection Committee meeting minutes from 1/10/2022, agreement and submittal.

Prepared by: **Becky Segrest** **Grammarly Check** ☒

APPROVED

January 25, 2022

Board of County Commissioners
Sumter County, Florida

7375 Powell Road, Suite 200 • Wildwood, FL 34785 • Phone (352) 689-4400 • FAX: (352) 689-4401
Website: http://sumtercountyfl.gov

January 27, 2022

Joel Switch, Estimator
AKCA, LLC
4603 Reece Rd.
Plant City, FL 33566

Dear Mr. Switch:

Enclosed for your signature are two (2) originals of the Pavement Marking Services Agreement between AKCA, LLC and Sumter County approved by the Board of Sumter County Commissioners January 25, 2022. Please have both originals signed and return one (1) to the Clerk of Courts, Attn: Caroline Alrestimawi, Deputy Clerk, P.O. Box 247, Bushnell, FL 33513 or by express mail to 215 East McCollum Avenue, Room 245, Bushnell, FL 33513.

Thank you for your assistance in this matter. If there are any questions, please do not hesitate to contact our office at (352) 569-6629.

Very truly yours,

BOARD OF SUMTER COUNTY COMMISSIONERS

GLORIA R. HAYWARD
CLERK & AUDITOR

By Caroline Alrestimawi
Caroline Al Restimawi
Deputy Clerk

Gary Search, Dist 1
(352) 689-4400
7375 Powell Road
Wildwood, FL 34785

Doug Gilpin, Dist 2
(352) 689-4400
7375 Powell Road
Wildwood, FL 34785

Craig Estep, Dist 3
(352) 689-4400
7375 Powell Road
Wildwood, FL 34785

Garry Breeden, Dist 4
(352) 689-4400
7375 Powell Road
Wildwood, FL 34785

Oren Miller, Dist 5
(352) 689-4400
7375 Powell Road
Wildwood, FL 34785

Bradley S. Arnold,
County Administrator
(352) 689-4400
7375 Powell Road
Wildwood, FL 34785

Gloria R. Hayward, Clerk & Auditor
(352) 569-6600
215 East McCollum Avenue
Bushnell, FL 33513

County Attorney
The Hogan Law Firm
Post Office Box 485
Brooksville, Florida 34605

AKCA, LLC

The Pavement Marking Company

4603 Reece Road
Plant City, FL 33566
(813) 752-4471 Office
(813) 752-2357 Fax

AKCA, Inc. would like to provide you with a list of contacts for your various needs throughout the project. Please feel free to contact us at any time.

- Contract and Change Order needs contact
  Lee Schmidt – Contract Manager
  lschmidt@akcainc.com
  Cell: 813-713-0873
- Billing, Certification and Reflectivity needs contact
  FDOT/City/County Projects
  Brandi Scarlett – Billing Specialist
  bscarlett@akcainc.com
  Office: 813-752-4471
  All other Projects
  Lee Schmidt – Contract Manager
  lschmidt@akcainc.com
  Cell: 813-713-0873
- EEO/Certified Payroll contact
  Jimberly Messick – Office Manager/EEO Officer
  jmessick@akcainc.com
  Office: 813-752-4471
- Thermo Scheduling needs
  Chris Weed – Thermo Project Manager
  cweed@akcainc.com
  Cell: 813-299-2321
- Sign Scheduling needs
  John Cardoza – Sign Manager
  jcardoza@akcainc.com
  Cell: 813-468-5021
- Paint Scheduling Needs
  Tony Malott – Paint Project Manager
  tmalott@akcainc.com
  Cell: 813-562-8305
- Operation Manager
  Troy Wiek
  twiek@akcainc.com
  Cell: 941-400-9679

- Sign Fabrication and Sales
  Lee Schmidt
  lschmidt@akcainc.com
  Office: 813-752-4471
- Safety Manager
  Troy Wiek
  twiek@akcainc.com
  Cell: 813-468-5021
- Estimating and Sales
  Dale Bussey
  dbussey@akcainc.com
  Joel Switch
  jswitch@akcainc.com
  Brent Bussey
  bbussey@akcainc.com
- General Manager
  Scott Walls
  swalls@akcainc.com

Thank you again for this opportunity and we look forward to a successful project. If at any time you need additional assistance, please feel free to contact me at our office.

Sincerely,

Lee Schmidt

Lee Schmidt
Contract Manager

PAVEMENT MARKING SERVICES AGREEMENT

THIS AGREEMENT (hereinafter referred to as "Agreement") is made and entered into this 25th day of January, 2022, by and between **Board of Sumter County Commissioners** (hereinafter referred to as "Board," or "County"), whose address is 7375 Powell Road, Wildwood, Florida 34785, and AKCA, LLC. (hereafter referred to as "Vendor"), whose address is 4603 Reece Road, Plant City, Florida 33566.

RECITALS

WHEREAS, the Board has need of professional services for RFP 043-0-2021/RS; and

WHEREAS, the parties desire to enter into a written agreement outlining the duties, responsibilities and compensation of Vendor, based on the Vendor's response to RFP 043-0-2021/RS Sumter County Pavement Marking Services.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The relationship of the Vendor to the Board will be that of a professional Vendor and the Vendor will provide the professional and technical services required under this Agreement in accordance with acceptable professional practices and ethical standards applicable to Vendor's profession, and Vendor will endeavor to provide to the Board prompt and efficient services to the best of its ability.

2. Vendor is hereby retained and employed as a Sumter County Contactor, and will work with the Board to provide services in accordance with the scope of work outlined in RFP 043-0-2021/RS.

3. The term of this Agreement shall commence on January 25, 2022 and continue in full force for two years with an additional two (2) – one-year (1) renewals from the date established in the Notice to Proceed, unless otherwise terminated as provided in paragraph four (4) of this Agreement. The term of this Agreement does not relieve the Vendor of any future responsibility as described in paragraph six (6) of this Agreement.

4. This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party at the address designated in this Agreement for receiving such notice. If this Agreement is terminated, Vendor shall be authorized to receive payment for all work performed up to the date of termination.

5. With regard to compensation paid to Contractor, Contractor shall furnish to the Board an itemized invoice detailing all of Contractors hours, services, expenses and any other services utilized by the Board. The invoice shall be itemized pursuant to and in accordance with the Exbibit A, and incorporated herein *in haec verba.* Contractor shall submit all invoices pursuant to the Local Government Prompt Payment Act, F.S. 218. Contractor acknowledges and agrees that the rates set forth in the Fee Schedule shall remain fixed throughout the duration of this Agreement, including both the Initial Term and any Renewal Term, and thereafter shall only be adjusted by mutual written agreement of both parties.

6. General Considerations.

a. All reports, drawings, designs, specifications, notebooks, computations, details, and calculation documents prepared by Vendor and presented to the Board pursuant to this Agreement are and remain the property of the Board as instruments of service.
b. All analyses, data, documents, models, modeling, reports and tests performed or utilized by Vendor shall be made available to the Board upon request and shall be considered public records.
c. Vendor is required to: (i) keep and maintain public records required by Board; (ii) upon request from Board' s custodian of public records, provide Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a reasonable or as otherwise provided by law; (iii) ensure that public records that are exempt or, confidential and exempt, from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if Vendor does not transfer the records to Board; (iv) upon completion of this Agreement, transfer, at no cost, to Board all public records in possession of Vendor or keep and maintain public records required by Board.
d. If Vendor transfers all public records to Board upon completion of this Agreement, Vendor shall destroy any duplicate public records that are exempt or, confidential and exempt, from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of this Agreement, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Board, upon request from Board's custodian of public records, in a format that is compatible with the information technology systems of Board.
e. Vendor shall keep all books, records, files, drawings, plans and other documentation, including all electronically stored items, which concern or relate to the services required hereunder (the "Records"), for a minimum of five (5) years from the date of expiration or suspension of this Agreement, or as otherwise required by any applicable law, whichever date is later. The Board shall have the right to order, inspect, and copy all the Records as often as it deems necessary during any such period-of-time. The right to audit, inspect, and copy Records shall include all of the records of sub-Vendors (if any).
f. Vendor shall, at all times, comply with the Florida Public Records Law, the Florida Open Meeting Law and all other applicable laws, rules and regulations of the State of Florida.
g. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDORS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT** 352-689-4400, Sumter County Board of County Commissioners, 7375 Powell Road, Wildwood, Florida 34785 or via email at Records@sumtercountyfl.gov.
h. Vendor shall, at all times, carry General Liability, and Worker's Compensation Insurance pursuant to the insurance requirements in RFP 043-0-2021/RS, naming Board as both a certificate holder and an additional insured in each such policy.
i. Upon Vendor's written request, the Board will furnish, or cause to be furnished, such reports, studies, instruments, documents, and other information as Vendor and Board

mutually deem necessary, and Vendor may rely upon same in performing the services required under this Agreement.

j. Vendor is obligated by this agreement to comply with Section 20.055(5), Florida Statutes.

k. Any entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsive contractor may not submit a bid.

7. The Vendor may be required to provide additional services to the Board on challenges, public protests, administrative hearings or similar matters. The Vendor shall be available to represent the Board, serve as an expert witness, and provide supporting documentation as necessary. Should any other professional services be called for by the Board that are not otherwise set forth in this Agreement or any of its attachments or exhibits, charges for these services shall be agreed upon in advance by the parties hereto.

8. The Contract Documents, which comprise the entire Contract between Board and Vendor and which are further incorporated herein by reference, consist of the following:

    a. RFP 043-0-2021/RS
    b. Vendor's Proposal in Response to RFP 043-0-2021/RS
    c. This Agreement
    d. Permits / Licenses
    e. All Proposal Addenda Issued Prior to Opening Date
    f. All Modifications and Change Orders Issued

9. Vendor shall be solely and entirely responsible for its tortious acts and for the tortious acts of its agents, employees, or servants during the performance of this Agreement. Vendor shall indemnify and save harmless the Board, its agents, employees and officers from and against all liabilities, claims, demands, or actions at law and equity including court costs and attorney' s fees that may hereafter at any time be made or brought by anyone for the purposes of enforcing a claim on account of any injury or damage allegedly caused or occurring to any person or property in which was caused in whole or in part by any tortious, wrongful, or intentional acts or omissions of Vendor, its agents, or employees during performance under this Agreement. The foregoing is not intended, and shall not be construed, as a waiver by Board of the benefits of Section 768.28, *Florida Statutes*.

10. Vendor is, and shall be, in the performance of all services and activities under this Agreement, an independent contractor, and not an employee, agent, or servant of Board; and no provisions of Board' s personnel policies shall apply to this Agreement. None of the benefits provided by Board to its employees including, but not limited to, worker's compensation insurance and unemployment insurance, are available from Board to Vendor, or its employees, agents or servants. Vendor assumes responsibility for payment of all federal, state and local taxes imposed or required of Vendor including but not limited to FICA, FUTA, unemployment insurance, Social Security and income tax laws for which Vendor as employer is responsible. Vendor shall be solely responsible for any worker's compensation insurance required by law and shall provide the Board with proof of insurance upon demand. The parties agree that Board shall not: (a) pay dues, licenses or membership fees for Vendor; (b) require attendance by Vendor, except as otherwise specified herein; (c) control the method, manner or means of performing under this Agreement, except as otherwise specified herein; or (d) restrict or prevent Vendor from working for any other party.

11. **Force Majeure**. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder)], when and to the extent such failure or delay is caused by or results from the following force majeure events ("**Force Majeure Events**"): (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, warlike operation, insurrection, rebellion, revolution, military or usurped power, sabotage or other civil unrest; (d) strikes, embargoes, blockades, labor stoppages, lockouts or slowdowns or other industrial disturbances or inability to obtain necessary materials or services (e) governmental delay regarding permits or approvals; (f) action by any governmental authority; (g) national or regional emergency; (h) shortage of adequate power or transportation facilities; or (j) other similar events beyond the reasonable control of the party impacted by the Force Majeure Event (the "**Impacted Party**") and provided further, however, that such performance shall be resumed and completed with due diligence and reasonable dispatch as soon as the contingency causing the delay or impossibility shall abate.

12. **Attorney's Fees; and Costs of Enforcement.** In the event suit is commenced to enforce this Agreement, costs of said suit including reasonable attorneys' fees in all proceedings, trials, investigations, appearances, appeals and in any bankruptcy proceeding or administrative proceeding shall be paid to the prevailing party by the non-prevailing party. In the event of default by either party hereto, the defaulting party shall be liable for all costs and expenses, including reasonable attorney' s fees and costs incurred by the other party in enforcing its rights hereunder, whether litigation be instituted or not, at the trial court and appellate court level.

13. **Law of the Agreement; Jurisdiction and Venue.** The Parties agree that the laws of the State of Florida shall govern any dispute arising from or related to this Agreement. The Parties to this Agreement agree that venue and jurisdiction is mandated to lie only in the state courts located in Sumter County, Florida. Removal of this case to federal court is not permitted. Litigation in federal court is precluded by agreement of the parties hereto. If, even though precluded by agreement of the Parties hereto, litigation arising from or based upon this contract should be mandated by a court of competent jurisdiction issued pursuant to a duly noticed hearing giving Sumter County adequate time to respond and all of the benefits of due process to lie in the proper venue or jurisdiction of a federal court, that federal court shall only be in the Middle District of Florida, Ocala Division. The Parties further agree that entry into this agreement constitutes irrevocable consent that the exclusive venue for any such dispute shall lie solely in the state or county courts in and for Sumter County, Florida. The Parties expressly and irrevocably waive any right(s) to removal of any such dispute to any federal court, unless the federal court has exclusive jurisdiction; in such cases, the parties agree that the exclusive venue for any such disputes shall be the United States District Court, in and for the Middle District of Florida, Ocala Division. Process in any action or proceeding referred to in this paragraph may be served on any party anywhere in the world, such party waives any argument that said party is not subject to the jurisdiction of the state courts located in Sumter County, Florida and that the laws of the state of Florida.

14. **Entire Agreement**. This Agreement contains the entire agreement of the Parties and may not be changed except by written agreement duly executed by the Parties hereto. This Agreement supersedes any prior understandings or agreements between the Parties, and

there are no representations, warranties, or oral agreements other than those expressly set forth herein.

15. **Assignment.** This Agreement shall not be assigned nor may any portion of the obligations contemplated in this Agreement be subcontracted to another party without prior written approval of County. No such approval by County of any assignment or subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation of County. All such assignments and subcontracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that County shall deem necessary.

16. **Compliance with Licenses, Permits, and Applicable Laws**. In performing services hereunder, Vendor shall comply with all federal, state and local laws and regulations. Vendor shall be responsible for identifying and obtaining all permits necessary to complete the scope of services. Vendor shall be responsible for obtaining, at its sole cost and expense, all necessary license licenses and other governmental approvals required in order for Vendor to provide the type of services required hereunder.

17. **E-Verify**: system established by the U.S. Department of Homeland Security to determine the immigration and work-eligibility status of prospective employees.

18. The Vendor agrees to certify to the Board that Vendor is in compliance with the federal E-Verify program, including obtaining written certification from all sub-Vendors who will participate in the performance of scope of services contemplated in this Agreement. All sub-Vendor certifications must be kept on file by the Vendor and made available to the state and/or the Board upon request. The Board reserves the right to take action against any Vendor deemed to be non-compliant; potential actions may include, but are not limited to, cancellation of this Agreement and/or suspending or debarring the Vendor from performing services for the County.

19. **Conflict of Interest**. Vendor shall notify Board in writing of any commitments during the term of this Agreement which may constitute a potential or actual conflict of interest with respect to the scope of services to be performed for the Board.

20. **Corporate Status; Change of Ownership.** If Vendor is a non-governmental, corporate entity:

    a. *Corporate Status*. Vendor shall ensure that the corporate status shall continuously be in good standing and active and current with the state of its incorporation and the State of Florida and at all times throughout the Term, and any renewal or extension hereof. Failure of the Vendor to keep its corporate status active and current shall constitute a material breach under the terms of this Agreement.

    b. *Change of Ownership*. Vendor shall notify County immediately upon any change in corporate ownership or any substitution of the key professional assigned (the "Key Person") to perform under this Agreement ("Change of Ownership"). County shall have the option of cancelling this Agreement if a Change of Ownership is not suitable to it, provided however, no cancellation shall relieve the Vendor of its obligations to perform the work described herein or for liability for breach of same. A Change of Ownership means the occurrence of any one or more of the following: a sale, lease, or other

disposition of 50% or more of the interest or assets of the company or corporation; a merger, reverse merger or consolidation with another entity; a transaction wherein a third-party becomes the beneficial owner having fifty (50%) percent or more interest in the corporation or company; or fifty (50%) percent or more of the total number of votes that may be cast for any act of the entity.

21. **Default.** Neither Party shall declare the other party in default of any provision of this Agreement without giving the other party at least ten (10) days advance written notice of intention to do so, during which time the other party shall have the opportunity to remedy the default. The notice shall specify the default with particularity.

22. **Dispute Resolution.** All disputes arising out of or in connection with this Agreement shall be attempted to be settled through good-faith negotiation between the Parties, followed if necessary within thirty (30) days by professionally-assisted mediation. Any mediator so designated must be acceptable to each Party. The mediation will be conducted as specified by the mediator and agreed upon by the Parties. The Parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the dispute. The mediation will be treated as a settlement discussion and therefore will be confidential. The mediator may not testify for either Party in any later proceeding relating to the dispute. No recording or transcript shall be made of the mediation proceedings. Each Party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the Parties. Failing resolution through negotiation or mediation, either Party may file an action in a court of competent jurisdiction or other appropriate remedy available in law or equity as defined herein below.

23. **Jointly Drafted.** The Parties agree that this Agreement is entered into knowingly and voluntarily, after having the opportunity to fully discuss it with an attorney. Having had the opportunity to obtain the advice of legal counsel to review, comment upon, and redraft this Agreement, the Parties agree that this Agreement shall be construed as if the parties jointly prepared it so that any uncertainty or ambiguity shall not be interpreted against any one party and in favor of the other.

24. **Parties Acknowledgement; Parties Bound**. The Parties acknowledge that they have read this Agreement, and that they understand the terms and conditions herein and that the terms have been fully and completely explained to the Parties prior to the execution thereof. Each party acknowledges that the other party has made no warranties, representations, covenants, or agreements, express or implied, except as expressly contained in this Agreement. Further, the Parties have caused this Agreement to be executed on their respective behalf by the authorized officer whose signature appears below under their respective name, to be effective as of the date first written above. This Agreement shall inure to the benefit of and be binding upon the Parties, their successors, heirs, and personal representatives.

25. **Waiver**. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.

26. **Time is of the Essence**. Time shall be of the essence of this Agreement.

27. **Survivability.** Any provision of this Agreement which obligates any of the Parties to perform an obligation either before the commencement of the Term or after the expiration

of the Term, or any renewal or extension thereof, shall be binding and enforceable notwithstanding that performance is not within the Term, and the same shall survive.

28. **Severability.** Whenever possible each provision and term of this Agreement will be interpreted in a manner to be effective and valid but if any provision or term of this Agreement is held to be prohibited or invalid, then such provision or term will be ineffective only to the extent of such prohibition or invalidity, without invalidating or affecting in any manner whatsoever the remainder of such provision or term or the remaining provisions or terms of this Agreement.

29. **Counterparts.** This Agreement may be executed in a number of identical counterparts and a facsimile or electronic/digital copy shall be treated as an original. If so executed, each of such counterparts is to be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one agreement. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

30. **Section and Paragraph Headings.** Captions or paragraph headings herein contained are for organizational convenience only and shall not be constructed as material provisions of this agreement or to limit any provisions hereunder.

31. **Cooperation; Supplementary Actions**. All Parties agree to cooperate fully and to execute any supplementary documents, and to take any additional actions that may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement, and which are not inconsistent with its terms.

32. **Miscellaneous.** Whenever the context shall so require, all words in this Agreement of one gender shall be deemed to include the other gender.

33. **Incorporation of Recitals**. Each of the WHEREAS clauses listed above are hereby re-alleged and incorporated into this Agreement as if otherwise fully stated herein.

34. **Notice.** Whenever any notice, demand or request is required or permitted hereunder, such notice, demand or request shall be made in writing and shall be personally delivered to the individuals listed below, sent via prepaid courier or overnight courier, or deposited in the United States mail, registered or certified, return receipt requested, postage prepaid, addressed to the addresses (and individuals) set forth below. No other form of electronic communications (Facebook, Twitter, Text) will be deemed Notice.

Proposal / Price Form – Exhibit A

ITEM NUMBER	PAY ITEM	UNIT OF MEASURE	Price (Numeric)
706-3-A	RAISED Retro-Reflective Pavement Markers (Bi-directional) -White / Red	Each	5.00
706-3-B	RAISED Retro-Reflective Pavement Markers (Bi-directional) -Yellow	Each	5.00
706-3-C	RAISED Retro-Reflective Pavement Markers (Mono-directional) - Yellow	Each	.50
706-99	Remove Existing Raised Pavement Markers	Each	.01
710-11110	Painted Pavement Markings, Standard, White, Solid, 4" (Non-Roadway Marking)	LF	.20
710-11111	Painted Pavement Markings, Standard, White, Solid, 6"	LF	.50
710-11112	Painted Pavement Markings, Standard, White, Solid, 8"	LF	.60
710-11113	Painted Pavement Markings, Standard, White, Solid, 12"	LF	.70
710-11114	Painted Pavement Markings, Standard, White, Solid, 18"	LF	.90
710-11115	Painted Pavement Markings, Standard, White, Solid, 24"	LF	1.20
710-11140	Painted Pavement Markings, Standard, White, Skip, 4" (Non-Roadway Marking)	LF	.10
710-11141	Painted Pavement Markings, Standard, White, Skip, 6"	LF	.50
710-11142	Painted Pavement Markings, Standard, White, Skip, 8"	LF	.30
710-11151	Painted Pavement Markings, Standard, White, Dotted	LF	.40
710-11160	Painted Pavement Markings, Standard, Message (Stop Message)	Each	1.00
710-11160-A	Painted Pavement Markings, Standard, Message (Railroad Symbol)	Each	1.00
710-11160-B	Painted Pavement Markings, Standard, (School Message)	Each	1.00
710-11160-C	Painted Pavement Markings, Standard, (Yield Message)	Each	1.00
710-11170	Painted Pavement Markings, Standard, Arrow	Each	10.00
710-11180	Painted Pavement Markings, Standard, Yield Line. Arrow	Each	1.00
710-11222	Painted Pavement Markings, Standard, Yellow, Solid 8"	LF	.60

ITEM NUMBER	PAY ITEM	UNIT OF MEASURE	Price (Numeric)
710-11223	Painted Pavement Markings, Standard, Yellow, Solid, 12"	LF	.01
710-11224	Painted Pavement Markings, Standard, Yellow, Solid, 18"	LF	.75
710-11141	Painted Pavement Markings, Standard, Yellow, Skip, 6"	LF	.50
710-11290	Painted Pavement Markings, Standard, Yellow, Island Nose	SF	3.00
710-11321	Painted Pavement Markings, Standard, Black, Solid, 6"	LF	.30
710-111421	Painted Pavement Markings, Standard, Blue, Solid, 6"	LF	1.00
710-11460	Painted Pavement Markings, Standard, Blue Message (Universal Symbol of Accessibility 2.7 Square Feet)	Each	3.00
710-11460-A	Painted Pavement Markings, Standard, Blue, Message (Universal Symbol of Accessibility 4.53 Square Feet)	Each	3.00
710-17	Paint Pavement Markings, Remove	SF	1.50
711-17	Thermoplastic Pavement Markings, Remove	SF	2.00
711-11111	Thermoplastic Pavement Markings, Standard, White, Solid, 6"	LF	1.50
711-11112	Thermoplastic Pavement Markings, Standard, White, Solid, 8"	LF	2.00
711-11113	Thermoplastic Pavement Markings, Standard, White, Solid 12"	LF	4.00
711-11114	Thermoplastic Pavement Markings, Standard, White, Solid 18"	LF	5.00
711-11125	Thermoplastic Pavement Markings, Standard, White, Solid, 24"	LF	7.00
711-11130	Thermoplastic Pavement Markings, Standard, White, Skip, 4" (Non-Roadway Marking)	LF	.15
711-11131	Thermoplastic Pavement Markings, Standard, White, Skip, 6"	LF	1.50
711-11151	Thermoplastic Pavement Markings, Standard, White, Dotted Guideline, 6"	LF	2.00

ITEM NUMBER	PAY ITEM	UNIT OF MEASURE	Price (Numeric)
711-11160	Thermoplastic Pavement Markings, Standard, White, Message (Stop Message)	Each	1.00
711-11160-A	Thermoplastic Pavement Markings, Standard, White, Message (Railroad Symbol)	Each	1.00
711-11160-B	Thermoplastic Pavement Markings, Standard, White, Message (School Message)	Each	1.00
711-11160-C	Thermoplastic Pavement Markings, Standard, White, Message (Yield Message)	Each	1.00
711-11170	Thermoplastic Pavement Markings, Standard, White, Arrow	Each	50.00
711-11180	Thermoplastic Pavement Markings, Standard, Yield Line, Arrow	LF	1.00
711-11211	Thermoplastic Pavement Markings, Standard, Yellow, Solid, 6"	LF	1.50
711-11212	Thermoplastic Pavement Markings, Standard, Yellow, Solid, 8"	LF	1.50
711-11214	Thermoplastic Pavement Markings, Standard, Yellow, Solid, 18"	LF	5.00
711-11251	Thermoplastic Double Yellow, Standard, Yellow, Dotted Guideline, 6"	LF	3.00
711 x 2	Thermoplastic Pavement Markings, Standard, Yellow, Solid, 6"	LF	2.40
711-11241	Thermoplastic, Standard, Yellow, Skip, 6"	LF	1.50
0711-12-121	Thermoplastic, Refurb, White, Solid, 6"	LF	1.25
0711-12-131	Thermoplastic, Refurb, White, Skip, 6"	LF	1.50
0711-12-221	Thermoplastic, Refurb, Yellow, Solid, 6"	LF	1.25
0711-12-231	Thermoplastic, Refurb, Yellow, Skip, 6"	LF	1.50
	Thermoplastic, Refurb, White, Bike, 7'	Each	1.00
	Thermoplastic, Refurb, White, Diamond, 7' (Cart Path)	Each	50.00
	Thermoplastic, Refurb, White, Merge Arrow, 7' (Cart Path)	Each	1.00
	Thermoplastic Pavement Markings, Standard, White, Message (Visitor)	Each	50.00
	Thermoplastic Pavement Markings, Standard, White, Message (Resident)	Each	50.00
	Parking Lot Seal Coating	SF	.75

ITEM NUMBER	PAY ITEM	UNIT OF MEASURE	Price (Numeric)
Total in Numbers			$297.87
Total in Words	Two Hundred ninety seven dollars and Eighty Seven cents		

1. In submitting this Proposal, it is understood that the right is reserved by the Board of Sumter County Commissioners to reject any proposals.
2. The Vendor hereby acknowledges the receipt of Ø Addenda issued during the proposal period and certifies their inclusion in the Proposal. (Indicate "NONE" if no addendums were received).
3. All Requests for Information (RFI's) will be sent to Mrs. Becky Segrest for a response.

Date: 1/6/2022

AKCA, LLC
Vendor

By: [signature]
Title: Self Walls General Manager
Telephone: 813-752-4471
Address: 4603 Reece Rd.
Plant City, FL 33566

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: **St. Clair Street Improvements Project Notice of Intent to Award in the Amount of $524,828.60**

REQUESTED ACTION: Staff recommends approval

CONTRACT: Vendor/Entity:

Effective Date: Termination Date:

Managing Division/Department:

BUDGET IMPACT: Funding for St. Clair Improvements Project has been allocated to account 301-541-60-6309

HISTORY/FACTS/ISSUES:

The St. Clair Street Improvements Project has been identified in the City's Capital Improvement Project program. Kimley-Horn was retained and provided the design services and bidding coordination. The project was advertised, and two (2) responsive bids were received as of the deadline on November 6, 2023. Kimley-Horn has reviewed the bid submittals and has recommended approval of a Notice of Intent to Award to DB Civil Construction, LLC as the lowest responsive bidder in the amount of $524,828.60.

November 7, 2023

Mr. Jeremy Hockenbury
Public Works Director
City of Wildwood
100 N. Main Street
Wildwood, Florida 34785

RE: ***St. Clair Street Improvements***
Bid Recommendation Letter
Kimley-Horn Project No. 142173391

Dear Mr. Hockenbury:

Kimley-Horn has reviewed the construction bids received for the above referenced project. As of the deadline on November 6, 2023 at 12:00 PM, two bids were received and subsequently opened at 12:05 PM. The bids received were responsive bids. Attached is a bid tabulation of the submitted bids.

Based upon our review of the documents submitted, DB Civil Construction, LLC is the lowest responsive bidder with a bid in the amount of $524,828.60. Kimley-Horn does not object to the City of Wildwood issuing a Notice of Intent to Award to DB Civil Construction, LLC for this project.

Sincerely,

KIMLEY-HORN

Nicholas J. Mora, P.E.

Attachment: Bid Tabulation

K:\OCA_Civil\142173391 - Barwick St Clair Huey St Imp\Bid Admin - St. Clair\Bid Tabs\Ljh231107njm_Recommendation Letter.docx

ST. CLAIR STREET IMPROVEMENTS
BID TABULATIONS

BID NUMBER	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
ROADWAY IMPROVEMENTS				**DB CIVIL CONSTRUCTION**		**SOUTHERN TIMES SERVICE, LLC**	
1	MOBILIZATION	1	LS	$ 50,000.00	$ 50,000.00	$ 62,816.22	$ 62,816.22
2	MAINTENANCE OF TRAFFIC	1	LS	$ 22,000.00	$ 22,000.00	$ 52,618.29	$ 52,618.29
3	AS-BUILT PLANS AND CONSTRUCTION LAYOUT SURVEY	1	LS	$ 12,000.00	$ 12,000.00	$ 22,937.99	$ 22,937.99
4	POLLUTION PREVENTION AND CONTROL	1	LS	$ 3,000.00	$ 3,000.00	$ 13,840.96	$ 13,840.96
5	UNSUITABLE MATERIAL REMOVAL	50	CY	$ 22.00	$ 1,100.00	$ 18.83	$ 941.50
6	SEDIMENT BARRIER	3,186.00	LF	$ 1.50	$ 4,779.00	$ 5.25	$ 16,726.50
7	CLEARING AND GRUBBING	0.85	AC	$ 46,000.00	$ 39,100.00	$ 16,532.45	$ 14,052.58
8	OPTIONAL BASE, BASE GROUP 06	1,090	SY	$ 32.00	$ 34,880.00	$ 16.02	$ 17,461.80
9	MILLING EXISTING ASPHALT PAVEMENT (3" AVG DEPTH)	3,490	SY	$ 9.00	$ 31,410.00	$ 2.53	$ 8,829.70
10	SUPERPAVE ASPHALTIC CONCRETE (TRAFFIC C) (PG 76-22) (SP-9.5) (1")	200	TN	$ 250.00	$ 50,000.00	$ 185.20	$ 37,040.00
11	SUPERPAVE ASPHALTIC CONCRETE (TRAFFIC C) (PG 76-22) (SP-12.5) (2")	400	TN	$ 200.00	$ 80,000.00	$ 167.59	$ 67,036.00
12	THERMOPLASTIC (STANDARD) (WHITE) (SOLID) (24" FOR STOP BAR AND CROSSWALK)	10	LF	$ 40.00	$ 400.00	$ 14.08	$ 140.80
13	THERMOPLASTIC (STANDARD-OTHER SURFACES) (YELLOW) (SOLID) (6")	0.569	GM	$ 8,400.00	$ 4,779.60	$ 1.41	$ 4,236.09
UTILITIES POTABLE WATER							
14	12" PVC C-900 DR-18 REUSE MAIN (INCLUDES FITTINGS, RESTRAINTS, APPURTENANCES, ETC)	1,680	LF	$ 92.00	$ 154,560.00	$ 110.74	$ 186,043.20
15	8" PVC C-900 DR-18 REUSE MAIN (INCLUDES FITTINGS, RESTRAINTS, APPURTENANCES, ETC)	30	LF	$ 130.00	$ 3,900.00	$ 161.02	$ 4,830.60
16	6" PVC C-900 DR-18 FORCE MAIN (INCLUDES FITTINGS, RESTRAINTS, APPURTENANCES, ETC)	73	LF	$ 140.00	$ 10,220.00	$ 122.02	$ 8,907.46
17	8" GATE VALVE	1	EA	$ 2,800.00	$ 2,800.00	$ 2,827.29	$ 2,827.29
18	12" GATE VALVE	2	EA	$ 4,800.00	$ 9,600.00	$ 4,782.97	$ 9,565.94
19	AIR RELEASE VALVE	1	EA	$ 4,300.00	$ 4,300.00	$ 4,229.09	$ 4,229.09
	PAYMENT AND PERFORMANCE BOND			$ 6,000.00	$ 6,000.00	$ 11,550.00	$ 11,550.00
	BID TOTAL				**$ 524,828.60**		**$ 546,632.01**

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: **Repair and Upgrade Riser Pipes for Lift Station No. 20 (KPC Station) for the Amount of $20,146.09**

REQUESTED ACTION: Staff Recommends Approval

CONTRACT: Vendor/Entity: RCM Utilities

Effective Date: 11-17-2023 Termination Date:

Managing Division/Department: Utility Department / Wastewater Division

BUDGET IMPACT: Funds for this project are available in account 401-535-60-6250 (Lift Station Upgrades) with an available balance of $493,511.63.

HISTORY/FACTS/ISSUES:

Due to age and H2S gasses, the riser piping at lift station No. 20 has reached the end of its life cycle. Staff recommends having RCM Utilities replace the degraded iron pipes with new HDPE DR 11 piping for the amount of $20,146.09. Staff will be utilizing the Zephyrhills piggyback contract pricing as referenced in the RCM quote. Attached are both the RCM quote and the Zephyrhills contract. See Exhibit B, page 28 of the contract for highlighted rates.

RCM UTILITIES, LLC
1451 Pine Grove Rd
Eustis, FL 32726
352-561-2990
billing@rcmutilities.com
www.rcmutilities.com

Estimate

ADDRESS
City of Wildwood
100 N. Main Street
Wildwood, FL 37485

ESTIMATE # 4231 - REV
DATE 10/16/2023
EXPIRATION DATE 11/30/2023

JOB NAME
LS No 20 Risers and Crossovers

DESCRIPTION	AMOUNT
RCM Utilities to furnish materials, labor, and equipment for the following scope of supply: - Supply, install, and maintain duplex bypass pumping system with auto dialer alarm box. - Wet well to be cleaned before rehab begins. - Existing risers, 90s, and crossovers to be removed. - New Risers, Crossovers, and 90s to be 4" HDPE DR11 Green Strip pipe. - New stainless steel cross braces to be installed on riser pipes. - New piping to start at the Base Elbows and stop of the Check Valves. **NOTES** - City of Wildwood to provide wet well cleaning services. - Site restoration to include back filling and compacting only. - All seeding, rock, and sod to be done by others. - Existing rock inside of lift station fence will be moved to one corner of the site, then spread back out once the rehab is complete. - RCM Utilities warrants all supplied materials and workmanship to be free of defects for a period of one year after installation. PRICING PER PIGGYBACK: CITY OF ZEPHYRHILLS/RCM UTILITILIES ANNUAL CONTRACT #35-19-01 WHICH HAS BEEN APPROVED BY CITY OF WILDWOOD CITY COUNCIL **SEE ATTACHED LABOR / EQUIPMENT FORM	20,146.09

Mark Getchell
Project Manager
Cell – (352) 818-0058
Email – mark@rcmutilities.com

SUBTOTAL	20,146.09
TAX	0.00
TOTAL	**$20,146.09**

Water & Wastewater Misc Construction/Maintenance Services
Labor/Equipment Rates Form

Customer: City of Wildwood / Piggyback city of Zephyrhills pricing **Project:** Lift Station 20 Riser replacement

LABOR RATES	RATES		ENTER	SUBTOTAL	ENTER	SUBTOTAL	LINE ITEM TOTAL
	WORKING HOURS	AFTER HOURS	#WORKING HOURS	#WORKING HOURS	#AFTER HOURS	#AFTER HOURS	
Supervisor	$ 50.00	$ 75.00	20	$ 1,000.00		$ -	$ 1,000.00
Foreman	$ 75.00	$ 113.00	43	$ 3,225.00		$ -	$ 3,225.00
Helper - Labor Only	$ 35.00	$ 53.00	43	$ 1,505.00		$ -	$ 1,505.00
Helper with Truck/Trailer	$ 50.00	$ 75.00		$ -		$ -	
Backflow Technician	$ 40.00	$ 60.00		$ -		$ -	
						LABOR RATES TOTAL	$ 5,730.00

Please provide when after hours would apply (anytime outside of Mon - Fri 7am - 5pm)

EQUIPMENT RATES	SET UP FEE	HOURLY	# OF HOURS/ GALLONS or BAGS	DAILY	# OF DAYS	WEEKLY	# OF WEEKS	MONTHLY	# OF MONTHS	LINE ITEM TOTAL
Mini Excavator with Operator	$ 150.00	$ 80.00	40.00	$ 800.00		$ 2,400.00		$ 9,600.00		$ 3,350.00
Back Hoe with Operator	$ 250.00	$ 125.00		$ 1,250.00		$ 6,250.00		$ 25,000.00		
Vac Truck - 2 Man Crew	$ 250.00	$ 280.00		$ 2,800.00		$ 14,000.00		$ 56,000.00		
CCTV Camera Trailer with Operator	$ 250.00	$ 175.00		$ 1,750.00		$ 8,750.00		$ 35,000.00		
Tractor with Bucket with Operator	$ 250.00	$ 125.00		$ 1,250.00		$ 6,250.00		$ 25,000.00		
4" Sewage Bypass Pump with Hoses	$ 250.00	$ 40.00		$ 250.00		$ 650.00		$ 2,600.00		
Bypass Pump Fuel Additional	$ 4.50	Per Gallon								
13000 Watt Generator	$ 250.00	$ 40.00		$ 170.00		$ 850.00		$ 3,400.00		
Infiltrator MH Leak Stop Plus Labor	$ 150.00	$ 250.00		$ 150.00		$ 750.00		$ 3,000.00		
Metal Fabrication/Welding Lead Man	$ 150.00	$ 75.00		$ 750.00		$ 3,750.00		$ 15,000.00		
Metal Fabrication/Welder	$ 150.00	$ 65.00		$ 650.00		$ 3,250.00		$ 13,000.00		
Sand Blast Trailer Rig with Crew	$ 250.00	$ 295.00		$ 2,950.00		$ 14,750.00		$ 59,000.00		
Sand Blasting Sand	$ 5.00	Per Bag								
Compactor with Operator	$ 150.00	$ 100.00		$ 1,000.00		$ 5,000.00		$ 20,000.00		
Air Compressor Road Bore	$ 250.00	$ 125.00		$ 1,250.00		$ 6,250.00		$ 25,000.00		
								EQUIPMENT RATES TOTAL		$ 3,350.00

MATERIAL RATES	% Mark UP	COST	MARK-UP	LINE ITEM TOTAL
Materials Purchased for Specific Job	25%	6116.87	$ 1,529.22	$ 7,646.09
Materials from Stock	25%		$ -	
Subcontract Labor	20%	2850	$ 570.00	$ 3,420.00
			MATERIAL RATES TOTAL	$ 11,066.09
			SUBTOTAL	$ 20,146.09
PERFORMANCE & PAYMENT BOND	(Yes/No)	No	2%	$ -
			GRAND TOTAL	$ 20,146.09

Company Name: RCM Utilities, LLC

Authorized Representative/ Title: Christopher R. Creech, Mgr

Signature: Christopher R. Creech Date: 11/20/2023

RENEWAL OF AGREEMENT FOR RCM UTILITIES 41-19-30C

THIS AGREEMENT made and entered into effective 8 day of August, 2022, by and between the **CITY OF ZEPHYRHILLS**, a political subdivision of the State of Florida, hereinafter referred to as "CITY" and **RCM Utilities**, a Florida corporation, hereinafter referred to as "CONTRACTOR".

WITNESSETH

WHEREAS, the CITY is a political subdivision of the State of Florida, having a responsibility to provide certain services to benefit the citizens of the City of Zephyrhills; and

WHEREAS, the CITY and CONTRACTOR entered into an Agreement for Water& Wastewater Miscellaneous Construction/ Maintenance Services in a manner satisfactory to the CITY; and

WHEREAS, the Agreement provided for a three (3) year Term commencing August 12, 2019, and ending August 11, 2022, provided for one (1), three (3) year renewal, upon written agreement by the parties, and the parties are desirous of extending the existing Agreement.

NOW THEREFORE, in consideration of the premises, and in consideration of the mutual conditions, covenants, and obligations hereafter expresses, it is agreed as follows:

1. **THAT** the Agreement for Water& Wastewater Miscellaneous Construction/ Maintenance Services dated August 12, 2019, will exercise the three (3) year renewal option through August 11, 2025.
2. **THAT** all remaining terms, provisions, and conditions, including terms for payment, of the Agreement for Water& Wastewater Miscellaneous Construction/ Maintenance Services dated August 12, 2019 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement on the day and date first written above.

CITY OF ZEPHYRHILLS

By: _____ August 8, 2022
Jodi Wilkeson, Council President Date

ATTEST:

_____
Lori L. Hillman, City Clerk

COMPANY NAME RCM Utilities, LLC

By: Christopher R Creech 7/26/22
Print Name of Representative Date

_____
Signature of Representative

ATTEST:

Melissa Mosa
Corporate Secretary

CITY OF ZEPHYRHILLS

Water & Wastewater Miscellaneous Construction/Maintenance Services

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 12th day of August, 2019 by and between the **CITY OF ZEPHYRHILLS**, a Florida municipal corporation, having its principal office at 5335 8th Street, Zephyrhills, FL 33542 ("City") and **RCM Utilities,** a corporation organized and authorized to do business in the State of Florida, having its principal office at **100 West Mills Avenue, Eustis, FL 32726** "Contractor"). The City and Contractor shall collectively be referred to as the "Parties", and each may individually be referred to as a "Party".

ARTICLE 1 – RECITALS

1.1 The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

ARTICLE 2 – CONTRACT DOCUMENTS

2.1 The following documents, collectively referred to as the "Contract Documents", are incorporated into and made part of this Agreement:

2.1.1 RFP 35-19-01, Water & Wastewater Construction/Maintenance Services "Exhibit A";

2.1.2 Contractor's response to Item 2.1.1, attached hereto as "Exhibit B";

ARTICLE 3 – TERM OF AGREEMENT

3.1 Subject to authorized adjustments, the Term of this Agreement shall have an initial term of three (3) years with an option to renew for an additional three (3) year term..

3.2 When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform Services or any portion thereof, the City may request that the Contractor, within a reasonable time frame set forth in the City's request, provide adequate assurances to the City in writing, of Contractor's ability to perform in accordance with terms of this Agreement. In the event that the Contractor fails to provide the City the requested assurances within the prescribed time frame, the City may treat such failure as a repudiation or breach of the Agreement, and resort to any remedy for breach provided for in this Agreement or at law.

ARTICLE 4 – COMPENSATION

4.1 Compensation for services shall be as per outlined in Contractors response their response, attached as Exhibit B. The City would prefer payment made via City's credit card.

ARTICLE 5 – SCOPE OF SERVICES

5.1 Contractor shall provide all labor, supervision, materials, equipment, tools, services, monitoring and expertise necessary for the completion of Services, in accordance with the specifications, terms and conditions contained in the Contract Documents. Contractor shall perform the Services in accordance with that degree of care and skill ordinarily exercised by reputable members of its profession.

5.2 This contract has been enhanced to include other City services as required, i.e., storm water or other related public works projects as awarded by the City Council.

5.3 Contractor represents and warrants to the City that: (i) Contractor possesses all qualifications, licenses and expertise required for the provision of Services, with personnel fully licensed by the State of Florida; (ii) Contractor is not delinquent in the payment of any sums due the City, including payment of permit fees, local business taxes, or in the performance of any obligations to the City; (iii) All personnel assigned to perform work shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; (iv) the Services will be performed in the manner and at such times and locations as described by the City for the budgeted amount; and (v) The person executing this Agreement on behalf of the Contractor is duly authorized to execute same and fully bind Contractor as a party to this Agreement.

5.4 Contractor agrees and understands that: (i) any and all subcontractors used by Contractor shall be paid by Contractor and not paid directly by the City; and (ii) any and all liabilities regarding payment to, or use of subcontractors for any of the work related to this Agreement, shall be borne solely by Contractor.

5.5 Contractor warrants that any and all work, materials, services or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result, will be supplied by the Contractor at its own cost, whether or not specifically called for.

5.6 The Services shall be completed by the Contractor to the satisfaction of the City. The City shall make decisions on all claims regarding interpretation of the Agreement and on all other matters relating to the execution, progress and quality of the Services.

ARTICIAL 6 – CITY'S TERMINATION RIGHTS

6.1 The City shall have the right to terminate this Agreement, in its sole discretion at any time, with or without cause, upon fifteen (15) days written notice to Contractor. In such event, the City shall pay Contractor compensation for Services rendered prior to the effective date of termination. The City shall not be liable to Contractor for any additional compensation, or for any consequential or incidental damages.

ARTICLE 7 – INDEPENDENT CONTRACTOR

7.1 Contractor has been procured and is being engaged by the City as an independent contractor, and not as an agent or employee of the City. Accordingly, Contractor shall not attain, not be entitled to, any rights or benefits under the Ordinances of the City, nor any rights generally afforded classified or unclassified employees of the City.

Contractor further understands that Florida workers' compensation benefits available to employees of the City, are not available to Contractor. Therefore, Contractor agrees to provide workers' compensation insurance for any employee or agent of Contractor rendering services to the City under this Agreement.

ARTICLE 8 – CONFLICTS OF INTEREST

8.1 The Contractor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Agreement.

8.2 Contractor covenants that no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Agreement has any personal financial interest, directly or indirectly with Contractor. Contractor further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed.

ARTICLE 9 – DEFAULT

9.1 If Contractor fails to comply with any term or condition of this Agreement, or fails to perform any of its obligation hereunder, then Contractor shall be in default. The City shall have the right to terminate this Agreement, in the event Contractor fails to cure a default within ten (10) business days after receiving Notice of Default. Contractor understands and agrees that termination of this Agreement under this section shall not release Contractor from any obligations accruing prior to the effective date of termination.

ARTICLE 10 – NOTICES

10.1 All notices, demands, correspondence and communication between the City and Contractor shall be deemed sufficiently given under the terms of this Agreement when delivered by personal service, faxed, or dispatched by mail or certified mail, addressed as follows:

To CONTRACTOR:

RCM Utilities
100 West Mills Avenue
Eustis, FL 32726

To CITY:

City of Zephyrhills
ATTN: City Manager
5335 8th Street
Zephyrhills, Florida 33542

And,

City of Zephyrhills
ATTN: City Attorney
5335 8th Street
Zephyrhills, Florida 33542

10.2 Either Party may at any time designate a different address and/or contact person by giving notice as provided above to the other Party. Such notices shall be deemed given upon receipt by the addressee.

10.3 In the event there is a change of address and the moving Party fails to provide notice to the other Party, then notice sent as provided in this Article shall constitute adequate notice.

ARTICLE 11 – PUBLIC RECORDS

11.1 **IF THE CONSULTANT/CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 813-780-0000, EXT. 3543 OR CITYCLERK@CI. ZEPHYRHILLS.FL.US OR CITY CLERK, CITY OF ZEPHYRHILLS, 5335 EIGHTH STREET, ZEPHYRHILLS, FLORIDA 33542.**

ARTICLE 12 – INDEMNIFICATION

12.1 Contractor/Vendor shall defend, indemnify and hold harmless the City of Zephyrhills and all of the City of Zephyrhills's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of Contractor/Vendor, its officers, agents or employees in performance or non-performance of its obligations under the Agreement. *Contractor/Vendor* recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the City of Zephyrhills when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City of Zephyrhills in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve Contractor/Vendor of its liability and obligation to

defend, hold harmless and indemnify the City of Zephyrhills as set forth in this article of the Agreement.

Nothing herein shall be construed to extend the City of Zephyrhills's liability beyond that provided in section 768.28, Florida Statutes.

ARTICLE 13 – INSURANCE

Insurance. Contractor/Vendor shall, at its sole cost and expense, procure and maintain throughout the term of this contract, Comprehensive General Liability and Worker's Compensation insurance, including Employer Liability insurance, with minimum policy limits of $ 1,000,000(this could be $2,000,000 depending on the amount of the contract) Combined Single Limits, or to the extent and in such amounts as required and authorized by Florida law, and will provide endorsed certificates of insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and naming the City of Zephyrhills as a named, additional insured, as well as furnishing the City of Zephyrhills with a certified copy, or copies, of said insurance policies. Certificates of insurance and certified copies of these insurance policies must accompany this signed contract. Said insurance coverages procured by Contractor/Vendor as required herein shall be considered, and Contractor/Vendor agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self–insurance, available to the City of Zephyrhills, and that any other insurance, or self-insurance available to the City of Zephyrhills shall be considered secondary to, or in excess of, the insurance coverage(s) procured by Contractor/Vendor as required herein.

Nothing herein shall be construed to extend the City of Zephyrhills's liability beyond that provided in section 768.28, Florida Statutes.

Builders' Risk — If this Contract includes: (1) construction of a new above-ground structure or structures, or (2) any addition(s), improvement(s), alteration(s), or repair(s), to an existing above-ground structure or structures, or (3) the installation of machinery or equipment into an existing structure or structures, the Contractor shall provide, in a policy acceptable to the City, "all risk" (i.e. Special Form) property insurance on any such construction, additions, machinery or equipment. The amount of the insurance shall be no less than the estimated replacement value at the time of the City's final acceptance of such new structures, addition(s), improvement(s), alteration(s), repair(s), machinery or equipment. The coverage shall not be subject to any restriction with respect to occupancy or use by the City and, subject to thirty (30) days' prior written notice to the City shall remain in full effect until final acceptance by the City. In addition, the City, the Professional, and the Contractor's subcontractors of any tier, shall be additional insureds on this policy. The insurance shall include a deductible no greater than one percent (1%) of the Contract amount, or $25,000, whichever is smaller, for which the Contractor shall be responsible. The risk of loss whether insured or not shall remain with the Contractor until final acceptance. Upon request, Contractor shall furnish to the City complete copies of the insurance policy.

ARTICLE 14 – FORCE MAJEURE

14.1 A "Force Majeure Event" shall mean an act of God, act of governmental body or military authority, fire, explosion, power failure, flood, storm, hurricane, sink hole, other natural disasters, epidemic, riot or civil disturbance, war or terrorism, sabotage, insurrection, blockade, or embargo. In the event that either Party is delayed in the performance of any act or obligation pursuant to or required by the Agreement by reason of a Force Majeure Even, the tme for required completion of such act or obligation shall be extended by the number of days equal to the total number of days, if any, that such Party is actually delayed by such Force Majeure Event.

The Party seeking delay in performance shall give notice to the other Party specifying the anticipated duration of the delay, and if such delay shall extend beyond the duration specified in such notice, additional notice shall be repeated no less than monthly so long as such delay due to a Force Majeure Event continues. Any Party seeking delay in performance due to a Force Majeure Event shall use its best efforts to rectify any condition causing such delay and shall cooperate with the other Party to overcome any delay that has resulted.

ARTICLE 15 – MISCELLANEOUS PROVISIONS

15.1 No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

15.2 All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in the Contract Documents, shall survive final payment, completion and acceptance of the Services and termination or completion of the Agreement.

15.3 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word, or phrase shall be deemed modified to the extent necessary in order to confirm with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

15.4 Services shall not be subcontracted, transferred, conveyed, or assigned under this Agreement in whole or in part to any other person, firm or corporation without the prior written consent of the City.

15.5 The City is exempt from Federal Excise and State taxes. The applicable tax exemption number or certificate shall be made available upon request.

15.6 This Agreement constitutes the sole and entire agreement between the Parties. No modification or amendments hereto shall be binding on either Party unless in writing and signed by both Parties.

15.7 This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue in any proceedings between the Parties shall be in Pasco County, Florida.

15.8 The City reserves the right to audit the records of the Contractor covered by this Agreement at any time during the provision of Services and for a period of three (3) years after final payment is made under this Agreement.

15.9 The Contractor agrees that it shall not discriminate as to race, sex, color, creed, national origin, or disability, in connection with its performance under this Agreement.

15.10 The professional services to be provided by Contractor pursuant to this Agreement shall be non-exclusive, and nothing herein shall preclude the City from engaging other firms to perform Services.

15.11 This Agreement shall be biding upon the Parties herein, their heirs, executors, legal representatives, successors and assigns.

15.12 The Contractor agrees to comply with and observe all applicable federal, state, and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

15.13 All other terms and conditions set forth in the Contract Documents which have not been modified by this Agreement, shall remain in full force and effect.

15.14 In the event of any dispute arising under or related to this Agreement, the prevailing Party shall be entitled to recover all actual attorney fees, costs and expenses incurred by it in connection with that dispute and/or the enforcement of this Agreement, including all such actual attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

15.15 This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties have executed this agreement on the day written above.

Signed, Sealed and Delivered
In the presence of:

Witness

Witness

CITY OF ZEPHYRHILLS

Kenneth M. Burgess, Jr., Council President

Attest:
Lori L. Hillman, City Clerk

CITY OF ZEPHYRHILLS PASCO COUNTY FLORIDA

Signed, Sealed and Delivered
In the presence of:

Witness John C. Riggs

Witness Melissa Moss

RCM UTILITIES

By: Christopher R. Creech
Name: Christopher R. Creech
Title: Manager

Exhibit A

SUBMIT BID RESPONSE TO:		REQUEST FOR PROPOSAL
CITY OF ZEPHYRHILLS ATTN: PURCHASING DEPT 5335 8TH STREET ZEPHYRHILLS, FL 33542		Response Acknowledgement

PURCHASING AGENT: Karen Miller	AN EQUAL OPPORTUNITY EMPLOYER	
Phone: 813-780-0000 x3536	FLORIDA TAX EXEMPT	#85-8012740166C-4
Email: Purchasing1@ci.zephyrhills.fl.us	FEDERAL IDENTIFICATION NUMBER	#59-6000455

BID/PROPOSAL DOCUMENTS MAY BE OBTAINED AT:

BidNet Direct, https://www.bidnetdirect.com/

City of Zephyrhills-City Hall-Purchasing, 5335 8th Street, Zephyrhills, Florida 33542

BID/PROPOSAL NUMBER	DISTRIBUTION DATE	BID/PROPOSAL TITLE	BID/PROPOSAL RESPONSES OPENING DATE/TIME
35-19-01	June 21, 2019	Water & Wastewater Misc Construction/Maintenance Services	Friday -July 26, 2019 - 3 PM

PRE CONFERENCE DATE/TIME/LOCATION ☒ Strongly Recommended ☐ None

DATE: Friday - June 28, 2019 **TIME:** 10:00 AM

City of Zephyrhills City Hall Council Chambers, 5335 8th Street, Zephyrhills, FL

RESPONSES RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED

VENDOR MUST COMPLETE THE BELOW AREAS AND RETURN FORM, NOTARIZED. FORM IS REQUIRED.

RESPONDER'S NAME/ADDRESS:

If returning as a "NO" state reason:

TELPHONE NUMBER:

EMAIL ADDRESS:

I certify this Response is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a Response for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to all conditions of this Bid/Proposal and certify that I am authorized to sign this Response for the company. In submitting a Response to the City of Zephyrhills the Responder offers and agrees that if this Response is accepted, the Company will convey, sell, assign or transfer to the City of Zephyrhills all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Zephyrills. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Company.

FEDERAL EMPLOYER ID NUMBER OR SS NUMBER:

X

AUTHORIZED SIGNATURE

PRINTED NAME/TITLE

THIS FORM MUST BE NOTARIZED BELOW

Sworn to and subscribed to me this ___ day of _____, 2019

Personally known: ☐ Or produced identification: ☐

Type of ID: _____

_____ _____

Notary Signature State

My commission expires: _____

AFFIX NOTARY STAMP BELOW

BONDS

THE CITY OF ZEPHYRHILLS RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, TO WAIVE INFORMALITIES, AND TO ACCEPT ALL OR ANY PART OF ANY RESPONSE/PROPOSAL AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY UNLESS OTHERWISE NOTED, PAYMENT OF GOODS OR SERVICES PROVIDED AS A RESULT OF THIS SOLICITATION WILL BE MADE PER FLORIDA STATUTE. ALL VENDORS MUST SUBMIT A COMPLETED W-9 FORM.

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City of Zephyrhills
RFP Response Form

PROJECT IDENTIFICATION NUMBER: 35-19–01
PROJECT NAME: Water & Wastewater Miscellaneous Construction Services
RFP DEADLINE: July 26, 2019 by 3 PM

The undersigned, hereby declares that no person or other persons other than the undersigned are interested in this RFP, as Principal, and this response to request for proposal is made without collusion with others; and that we have carefully read and examined the specifications, and with full knowledge of all conditions under which the services herein is contemplated must be furnished, hereby proposed and agree to furnish this service according to the requirements set out in the specifications for said purchase and service.

Federal Employer Identification Number: _____

Required Documents:

- ☐ **RFP Acceptance**
- ☐ **Drug Free Workplace Form**
- ☐ **Non-Collusive Affidavit**
- ☐ **Public Entity Crimes**
- ☐ **Addenda Receipt Acknowledgement**
- ☐ **E-Verify**
- ☐ **TAB 3-References**
- ☐ **TAB 5-Equipment List**
- ☐ **RFP Cover Response Form**
- ☐ **Firm Data Sheet**
- ☐ **Firm Data Sheet-Sub Consultant**
- ☐ **Fee Proposal Form**
- ☐ **TAB 1-Licenses**
- ☐ **TAB 2-Resume**
- ☐ **TAB 4-Office Location**

FIRM NAME: _____

SUBMITTER'S NAME/TITLE: _____

ADDRESS: _____

TELEPHONE NUMBER _____ FAX _____

EMAIL ADDRESS _____

Firm Representative Signature: _____ Date _____

Notary or Corporate

SECTION 1

1.0 INTRODUCTION TO REQUEST FOR PROPOSALS

1.1 Invitation: The City of Zephyrhills (the "City"), invites responses ("Responses") which offer to provide the services described in Section 2.0: "Scope of Services."

1.2 Agreement Terms and Conditions: The Proposer(s) selected to provide the service(s) requested herein (the "Successful Proposer(s)") shall be required to execute an Agreement with the City. In the event that the proposer to whom the contract is awarded does not execute a contract within **thirty (30)** days after such award, the City of Zephyrhills may give notice to such proposer of intent to award the contract to the next ranked proposer, or to call for new proposals.

After a contract is signed, failure to comply with any of the terms and conditions of this RFP by the awarded firm will be cause for termination of the **"Water & Wastewater Miscellaneous Construction Services"**.

1.3 Additional Information or Clarification: Requests for additional information or clarifications must be made in writing and Proposers may e-mail their requests for additional information or clarifications in accordance with Article 1.4 **Cone of Silence**. The cone of silence is applied to all communications concerning any bid, RFP and/or RFQ before intent to award is issued. All communications are to be directed to the Purchasing Agent, Karen Miller at purchasing1@ci.zephyrhills.fl.us. Any request for additional information or clarification must be received in writing **no later than Friday, July 19, 2019 by 3:00 PM.**

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Response Submission Date. Proposers should not rely on any representations, statements or explanations other than those made in this RFP or in any written addendum to this RFP. Where there appears to be conflict between the RFP and any addenda issued, the last addendum issued shall prevail.

It is the Proposer's responsibility to assure receipt of all addenda. Proposer shall acknowledge receipt of all addenda in their cover letter or addenda form.

1.4 Award of Agreement: An Agreement may be awarded to the Successful Proposer(s) by the City Council as applicable, based upon the requirements reflected herein. The City reserves the right to execute or not execute, as applicable, an Agreement with the Successful Proposer(s) that is determined to be in the City's best interest.

1.5 Agreement Execution: By submitting a Response, the Proposer(s) agree to be bound to and execute the Agreement for: **Water & Wastewater Miscellaneous Construction Services**. Without diminishing the foregoing, the Proposer may request clarification and submit comments or proposed revisions to the language concerning the Agreement for City's consideration. Any such comments or proposed revisions identified after the Response has been received need not be considered by the City. None of the foregoing shall preclude the City from seeking to negotiate changes to the Agreement during the negotiation process.

1.6 Response Package: Careful attention must be given to all requested items contained in this RFP. Proposers are invited to submit Responses in accordance with the requirements of this RFP. **PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A RESPONSE**. Proposers shall make the necessary entry in all blanks and forms provided for the Response.

1.6.1 Each response submitted for evaluation must meet the requirements specified in the RFP.

1.6.2 Failure to submit all required items in the manner specified may result in your submittal being found unacceptable.

1.6.3 Any submittal found unacceptable will not be considered for selection for this project.

1.7 Changes/Alterations: Proposer may change or withdraw a Response at any time prior to Response Submission Deadline. All changes or withdrawals shall be made in writing to the Purchasing Agent. Oral/Verbal modifications will not be allowed. Written modifications will not be accepted after the Response deadline.

1.8 Discrepancies, Errors, and Omissions: Any discrepancies, errors, or ambiguities in the RFP or addenda (if any) should be reported in writing to the City of Zephyrhills Purchasing Agent in the manner prescribed in RFP Section 1.3. Should it be necessary, the City will issue a written addendum to the RFP clarifying such conflicts or ambiguities.

1.9 Disqualification: The City reserves the right to disqualify Responses before or after the submission date, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer. It also reserves the right to waive any immaterial defect or informality in any Response; to reject any or all Responses in whole or in part, or to reissue a Request for Proposal.

1.10 Reject Proposals: The City of Zephyrhills reserves the right to reject any or all proposals, waive informalities, request additional information and to negotiate a contract with the most qualified firm for these services at compensation which the agency determines is fair, competitive and reasonable in keeping with the best interests of the City.

1.11 Proposer's Expenditures: Proposers understand and agree that any expenditure they make in preparation and submittal of Responses or in the performance of any services requested by the City in connection with the Responses in response to this RFP are exclusively at the expense of the Proposers. The City shall not pay or reimburse any expenditure or any other expense incurred by any Proposer in preparation of a Response or anticipation of an Agreement award or to maintain the approved status of the Successful Proposer(s) if an Agreement is awarded.

1.12 Compliance with Applicable Law: The laws of the State of Florida shall govern the agreement. Comply with all applicable federal, state, county and municipal laws, ordinances, regulations and rules related to the services to be performed thereunder. Conduct no activity or provide any service that is unlawful or offensive.

1.13 Conflicts of Interest: No firm shall be eligible for selection on any project and no work shall be assigned to a firm which conflicts with or is duplicative of any work by the firm or any affiliated business entity, including, but not limited to, partnerships, joint ventures, and subsidiaries of the same parent corporation or firm.

1.14 Indemnification and Insurance Requirements

1.14.1 Indemnification: Contractor/vendor shall defend, indemnify and hold harmless the City of Zephyrhills and all of the City of Zephyrhills's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of contractor/vendor, its officers, agents or employees in performance or non-performance of its obligations under the Agreement generated from this solicitation. Contractor/vendor recognizes the broad nature of this indemnification and hold harmless cause, as well as the provision of a legal defense to the City of Zephyrhills when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City of Zephyrhills in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the

termination of the Agreement from this solicitation. Compliance with any insurance requirements required elsewhere within the Agreement shall not relieve the contractor/vendor of its liability and obligation to defend, hold harmless and indemnify the City of Zephyrhills as set forth in this article of the Agreement.

It is further agreed that liability and exposure for indemnification (including, but not limited to the amounts of any indemnification owed by a governmental entity) will be limited to and governed by the provisions of Section 768.28(5), Florida Statutes

The City shall also be held harmless against all claims for financial loss with respect to the provision of or failure to provide professional or other services resulting in professional malpractice, or errors or omissions liability arising out of performance of the agreement or contract, unless such claims are a result of the city's own negligence.

1.14.2 Insurance:

Contractor/vendor shall, at its sole cost and expense, procure and maintain throughout the term of the contract, Comprehensive General Liability and Worker's Compensation insurance, including Employer Liability insurance, with minimum policy limits of $1,000,000 (this could be $2,000,000 depending on the amount of the contract) combined Single Limits, or to the extent and in such amounts as required and authorized by Florida law, and will provide endorsed certificates of insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and naming the City of Zephyrhills as a named, additional insured, as well as furnishing the City of Zephyrhills with a certified copy, or copies, of said insurance policies. Certificates of insurance and certified copies of these insurance policies must accompany the signed contract. Said insurance coverages procured by the contractor/vendor as required herein shall be considered, and the contractor/vendor agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the City of Zephyrhills, and that any other insurance, or self-insurance available to the City of Zephyrhills shall be considered secondary to, or in excess of, the insurance coverage(s) procured by the contractor/vendor as required.

This RFP/contract will also include either proof the contractor is covered by a pollution policy for $1,000,000 for each pollution condition or listed under the coverage for the City as coverage. Proof of coverage will be required.

Nothing shall be construed to extend the City of Zephyrhills's liability beyond that provided in section 768.28, Florida Statutes.

Builders' Risk Coverage: ***For any contracts that may apply to the following in the first sentence should also include statement below.*** If this solicitation includes: (1) construction of a new above-ground structure or structures, or (2) any addition(s), improvement(s), alteration(s), or repair(s), to an existing above-ground structure or structures, or (3) the installation of machinery or equipment into an existing structure or structures, the Contractor shall provide, in a policy acceptable to the City, "all risk" (i.e., Special Form) property insurance on any such construction,

additions, machinery or equipment. The amount of the insurance shall be no less than the estimated replacement value at the time of the City's final acceptance of such new structures, addition(s), improvement(s), alternation(s), repair(s), machinery or equipment. The coverage shall not be subject to any restriction with respect to occupancy or use by the City and, subject to thirty (30) days' prior written notice to the City shall remain in full effect until final acceptance by the City. In addition, the City, the Professional, and the Contractor's subcontractors of any tier, shall be additional insureds on this policy. The insurance shall include a deductible no greater than one percent (1%) of the Contract amount, or $25,000, whichever is smaller, for which the Contractor shall be responsible. The risk of loss whether insured or not shall remain with the Contractor until final acceptance. Upon request, Contractor shall furnish to the City complete copies of the insurance policy.

1.15 Termination (Cause and/or Convenience).

1.15.1 This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than thirty (30) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party prior to termination.

1.15.2 This contract may be terminated in whole or in part in writing by the local government for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in 1(a) above.

1.15.3 If termination for default is effected by the local government, an equitable adjustment in the price for this contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the contractor/vendor at the time of termination may be adjusted to cover any additional costs to the local government because of the contractor's or vendor's default.

If termination for convenience is effected by the local government, the equitable adjustment shall include a reasonable profit for services or other work performed for which profit has not already been included in an invoice.

For any termination, the equitable adjustment shall provide for payment to the contractor/vendor for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, by the contractor/vendor relating to commitments (e.g., suppliers, subcontractors) which had become firm prior to receipt of the notice of intent to terminate.

1.15.4 Upon receipt of a termination action under paragraphs (a) or (b) above, the contractor/vendor shall (1) promptly discontinue all affected work (unless the notice directs otherwise) and (2) deliver or otherwise make available to the local government all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the

contractor/vendor in performing this contract, whether completed or in process.

1.15.5 Upon termination, the local government may take over the work and may award another party a contract to complete the work described in this contract.

1.15.6 If, after termination for failure of the contractor/vendor to fulfill contractual obligations, it is determined that the contractor/vendor had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the local government. In such event, adjustment of the contract price shall be made as provided in paragraph (c) above.

1.16 RFP TIME TABLE

The anticipated schedule for the RFP and contract approval is as follows:

Distribution/Advertised	June 21, 2019
Pre-Conference	June 28, 2019 10 AM
Questions Deadline	July 19, 2019 3 PM
RFP Deadline	July 26, 2019 3 PM
Review Responses	July 26 thru August 2
Interviews	August 2, 2019 Tentatively
Presented to City Council	August 12, 2019 6 PM

1.17 RFP Availability: RFP documents, plans, addendums can be viewed and downloaded from BidNet Direct at https://www.bidnetdirect.com/florida/cityofzephyrhills or the City Website, www.ci.zephyrhills.fl.us, Government, Purchasing, Vendor Information, click on the link for BidNet. It is your responsibility to ensure you have downloaded all addendums published before the bid opening. You must be a registered vendor for the City of Zephyrhills. Registration is FREE. Your response and all required documentation are to be submitted *(mailed or delivered by the deadline listed in the Time Table)* to the City of Zephyrhills – Purchasing, 5335 8th Street, Zephyrhills, Florida 33542.

Proposal Submission: One original and five copies **(a total of six)** shall be delivered to the City of Zephyrhills, 5335 8th Street, Zephyrhills, FL 33542, prior to the Opening time of **Friday, July 26, 2019 3:00 p.m.**, EDT. Proposals shall not be more than the total pages indicated in Section 3 while still meeting proposal requirements.

The delivery of the proposals to the City of Zephyrhills prior to the specified date and time is solely and strictly the responsibility of the proposing firm. The City shall not, under any circumstances, be responsible for delays caused by the United States Postal Service or any private delivery service, or for other delays. All responses must be manually and duly signed by authorized authority to bind said firm or individual, and Proposer must affix their corporate seal (if any) to the proposal. In the absence of a corporate seal, the proposal must be notarized by a Notary public.

The submittal of a proposal by a preparer will be considered by the City as constituting an offer by the proposer to perform the required services at the stated fees.

Each proposer is solely responsible for the reading and completely understanding the requirement of this RFP. The opening time shall be and must be scrupulously observed. Under no circumstances will proposals delivered after the specified delivery time be considered. Late submissions shall be returned unopened to the firm or individual with the notation "the Proposal was receive after the delivery time designated for the receipt and opening of the proposals."

1.18 Appropriations Clause: The City, as an entity of government, is subject to the appropriation of funds by its legislative body in an amount sufficient to allow continuation of its performance in accordance with the terms and conditions of this contract for each and every fiscal year following the fiscal year in which this contract shall remain in effect. Upon notice that sufficient funds are not available in the subsequent fiscal years, the City shall therefore be released of all terms and other conditions.

1.19 Oral Presentation: A formal oral presentation **may** be required by each firm that is selected during the initial review process (at the sole option of the City). If required, presentations should be in support of the firm's proposal or to exhibit/demonstrate the information contained therein. If the Committee wishes additional clarification of any information or additional information, any of the firms may be requested to submit that information in writing.

1.20 Acceptance of Applicable Policies & Procedures.

1.21.1 Firms responding to this RFP agree by submission of such response to accept and comply with the City policies and procedures that apply to the selection process for this project.

1.21.2 Any concerns, or issues, relating to current policies and procedures may be addressed with City staff, but separate from this selection process.

1.21 The City Manager will appoint a ranking committee who will review and evaluate the qualifications of all interested firms. This committee shall select at least three (3) firms that are licensed in the State of Florida and are otherwise professionally qualified.

The ranking committee will present their recommendations to the City Manager based on their review of the written and interview process. The City Manager will present the Committee's recommendations to the City Council for their approval of the ranking recommendation. A member from the ranking committee will be present to respond to any detailed questions the Council may have. City Council will vote on the Committee's recommendation.

1.22 Written Selection Process.

Step 1. The City's Purchasing will review submittals for responsiveness and responsibility. Those found responsive and responsible based on an initial review shall proceed to Step 2.

Step 2. The City Evaluation Committee comprised of City management and staff will evaluate the proposals using the criteria listed in Section 4.0. Based on the ranking of the written review the top four (4) firms may be requested to participate in the interview process. See Section 1.23. If the Evaluation Committee decides to bypass Section 1.23, then the firms will be ranked (See Section 1.27) and prepared to be presented to the City Manager for presentation to the City Council.

1.23 Formal Interview Evaluation Criteria

- Overall impression of key team members
- Ability to provide service
- Ability of communicate during interview process.
- Effectively respond to questions and problem solve during interview
- Firm's ability to effectively answer questions and problem solve in the meeting
- Overall impression of the firm

1.24 Interview Format. The firms selected to make a presentation to the Evaluation Committee will be notified by the City. Each firm selected for further consideration shall be notified in writing and informed of a place and time for the interview session. The time allotted to each firm for the presentation and interview shall not exceed forty five (45) (5 minutes for setup, 20 minutes for presentation, 5 minutes for questions, and 5 minutes knock-down). All members of the Evaluation Committee will be present during the formal interview.

1.25 Issues to Address at Interview. The intent of the formal interview process is to provide the evaluation committee with in-depth information from the firm in order to make a final selection of the best-suited firm for the contract. Firms should focus their presentations on the detailed plan for the tasks, evaluations, interviews, schedule and quality of the survey and any unique characteristics or services the firm offers.

Firms are discouraged from reviewing company history and past experience evaluated during the written submittals unless this information is relevant to the survey process. All key personnel should be present at the interview.

1.26 Award Criteria. The evaluation committee recommendation will be made from their in depth review of the written proposals; their evaluation of the interview responses based on various criteria including but not limited to:

- Approach to the implementation, performance and satisfaction of City requirements
- Proposal quality and references
- Demonstrated understanding and success of similar projects.
- Ability to perform the work within the stated timeframe.
- Approach to maintenance plan and costs

1.27 Final Evaluation. Upon completion of the evaluation process by the Evaluation Committee, the firms will be ranked in descending order of recommendation. The Evaluation Committee shall present their final ranking to the City Manager for presentation to the City Council for approval of the committee's recommendation. The City will begin negotiations with the number one ranked firm. Should the City be unable to negotiate a satisfactory contract with the top-ranked firm at a price determined to be fair and reasonable, negotiations shall be terminated with that proposer and the City shall initiate negotiations with the second ranked proposer to arrive at an acceptable contract, and so on.

1.29 Exception to the RFP. Proposers may take exceptions to any of the terms of this RFP unless the RFP specially states where exceptions may not be taken. Should a Proposer take exception where none is permitted, the proposal will be rejected as nonresponsive. All exceptions taken must be specific, and the proposer must indicate clearly what alternative is being offered to allow the City a meaningful opportunity to evaluate and rank proposals.

Where exceptions are permitted, the City shall determine the acceptability of the proposed exceptions and the proposals will be evaluated based on the proposals as submitted. The City, after completing evaluations, may accept or reject the exceptions. Where exceptions are rejected, the City may request that the Proposer furnish the services or goods described herein, or negotiate an acceptable alternative.

1.30 Openness of Procurement Process. Written competitive proposals, other submissions, correspondence, and all records made thereof, as well as negotiations conducted pursuant to this RFP, shall I be handled in compliance with Chapters 119 and 286 Florida Statutes. The City gives no assurance as to the confidentiality of any proposal once submitted.

1.31 Cooperative Purchases. This is a cooperative purchase contract. State law allows any government agency and any accredited school in the state to buy off this contract without going to bid, as long as it does not conflict with any of their local regulations.

1.32 Negotiations. The City may award a contract on the basis of initial offers received, without further negotiations, or may negotiate a final contract. Therefore, each initial offer should contain the Proposer's best terms from a cost or price and technical standpoint.

The City reserves the right to enter into contract negotiations with the selected Proposer. If the City and the selected Proposer cannot negotiate a successful contract, the City may terminate said negotiations and begin negotiations with the next selected Proposer. This process will continue until a contract has been executed or all Proposers have been rejected. No Proposer shall have any rights against the City arising from such negotiations.

1.33 Right to Protest. Any actual or prospective Proposer who is aggrieved in connection with the solicitation or award of a contract may seek resolution of its complaints by contacting the City Manager.

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

LORI HILLMAN, CITY CLERK
CITY OF ZEPHYRHILLS
5344 9th STREET
ZEPHYRHILLS, FLORIDA 33542
LHILLMAN@CI.ZEPHYRHILLS.FL.US
813-780-0000

SECTION 2

2.0 RFP SCOPE OF SERVICES

2.1 Introduction. The City of Zephyrhills is seeking the services:

a) Underground utility contractors
b) General contractors
c) Utility electricians
d) Specialty contractors

Contractors are to be licensed in the State of Florida to provide complete contracting services and emergency repair services of a wide variety of water and wastewater utility projects.

2.2 Services shall include but are not limited to:

a) Construction supervision/administration
b) New construction of water/sewer mains, lift stations, manholes, wells and appurtenances.
c) Renovations and retrofits for water and sewer mains lift stations, manholes, wells, water and wastewater treatment plant components and appurtenances, infiltration and inflow removal projects and cleaning and televising sanitary sewer lines.
d) Demolition associated with renovations/retrofits
e) Scheduling work and subcontractors in harmony with the City of Zephyrhills, Florida Operations
f) Estimating cost of future projects
g) Repairs (emergency and non-emergency) of water/sewer mains, lift stations, manholes, valves, master meters, backflow devices, fire hydrants, wells, water and wastewater treatment plant components, and SCADA programming/instrumentation and control work.

2.3 The contractors selected for these services will work with Utilities Owner's Representative in order to successfully develop a strategy for the best approach to successfully complete each project.

2.4 The City will be selecting two (2) firms for these services. The two top rank firms who have a successful negotiation will be awarded the contract.

2.5 Warranty. The selected Contractor(s) will provide the City with a minimum:

a) One (1) year warranty for all service work performed
b) Ten (10) year warranty on all manhole and lift station coating

This warranty will not go into effect until the project has been substantially completed. All work performed will meet or exceed applicable City Technical Standards and/or local County Technical Standards.

2.6 Term of Contract. The contract term is anticipated for the period of thirty six (36) months. This contract can be renewed for an additional one (1) thirty six (36) month period. Should any project that is active extend past the contract termination date, that contract shall be extended until completion of such project.

2.7 Payment and Performance Bonds. Payment and Performance Bond and All Insurance Shall be Secured from or Countersigned by an Agency or Surety Company Recognized in Good Standing and Authorized to do Business in the State of Florida. If at any time the Owner for justifiable cause shall be or become dissatisfied with any Surety, then upon the Performance of Payment Bonds, the Contractor/Vendor shall within five (5) days after notice from the Owner, substitute an acceptable bond (or Bonds) in such form and sum and signed by such other Surety or Sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor/Vendor. No

further payments shall be deemed due and shall not be made until new Surety or Sureties shall have furnished such an acceptable bond to the Owner.

2.8 ADDITIONAL INFORMATION/REQUIREMENTS.

2.8.1 The City shall provide a summary of work ("Work") to one (1) or more of the Contractors selected based upon the specific type of work and estimated dollar value of the project. All such contract activities would be the subject of a signed Contract Work Order with a negotiated fee and format supplemental to a primary contract agreement. No travel time or travel expenses will be considered billable without special prior arrangements. Normal administrative and/or accounting overhead will be considered as covered by the agreed upon hourly rates for direct professional personnel and will not be considered as separately billable.

a) Contractor(s) will respond with a proposal within ten (10) business days. Should the contractor(s) require additional time prior to submission and additional ten (10) business days can be requested. Proposal submittal will not be more than twenty (20) business days after the initial request.

b) The key personnel named in the proposal shall remain responsible for the work throughout the period of the contract. No diversion or replacement may be made without approval by the City.

2.8.2 The City shall not be held liable for any expenses incurred in connection with the preparation of a response to this RFP or for any costs associated with any activities involved in presentations and discussions or in preparations and execution of a contract resulting from this solicitation.

2.8.3 The City places significant value on high quality work and performance, timely access and response, scheduling and cost concerns, risk management/loss prevention, early issue identification, flow of information and communications, congenial working relations, adherence to ethical standards, proactive stand-up accountability and the demonstration of the same.

2.8.4 The purpose and intent of this solicitation is to establish contract arrangements. Any such contract(s) resulting from this solicitation process are intended to cover projects and work currently contemplated but there is no guarantee on the part of the City that such project work will go forward.

SECTION 3

PROPOSAL PACKAGE CRITERIA - Six (6) copies of the firm's response must be submitted. Five (5) copies should be bound and one (1) copy should be unbound but secured with a rubber band, spring clip, etc. Maximum page count should not exceed **32**. Each copy must contain the following:

3.0 Introductory letter, optional, may be provided by the submitting firm. Can be served as a transmittal document. One (1) page maximum. This letter shall not include any information to be considered for evaluation by the Selection Committee.

3.1 **Cover sheet** and Tab Sheets of your response *(Not part of the page count)*

3.2 The **TABLE OF CONTENTS FOR Water & Wastewater Misc Construction/Maintenance Services RESPONSE** is to be completed by the submitting firm and included in the bound copies of the firm's response. *(Not part of the page count)*

3.2.1 Response materials shall be arranged in the order indicated on the TABLE OF CONTENTS.

3.2.2 The submitting firm is to include the appropriate page numbers to indicate the location for each of the listed items.

3.2.3 The **FIRM DATA SHEET** for the prime firm only.

3.2.4 Package should include:

TAB 1. Proposer's credentials & previous performance on similar jobs

(Maximum 30 Points). Proposers shall provide, in detail their credentials for providing construction services for water and wastewater utility projects and any information that documents successful and reliable experience in past performance, especially those performances related to the requirements of this RFP. Include a description of the proposer's business history and number of years in operation. **Must include copies of General Contractor and Underground Contractor licenses.**

TAB 2. Staff Credentials and Resumes

(Maximum 10 Points). The proposer shall include the name, title, address and telephone number of persons who will both manage and be assigned to perform services under the proposal. A signed one (1) page resume, including references, detailing educational qualifications and previous work assignments related to this Request for Proposal for each person who will perform the services required shall be included. Failure to do so may be cause for rejection of the proposal. Credentials will be subject to verification.

In the event there should be a change in the person(s) names assigned to perform the services under this contract, the contractor shall submit, for approval to the City, the credentials and resumes of the person(s) the contractor wishes to perform the services under this contract

FIELD FOREMAN MINIMUM REQUIREMENTS:

- ☐ 5 YEARS EXPERIENCE AS FOREMAN OR SUPERVISOR
- ☐ MANHOLE AND WET WELL SEWPERCOATING FOREMAN TO HAVE 5 YEARS EXPERIENCE

TAB 3. References

(Maximum 30 Points) A list of five (5) applicable customer references is to be provided who have contracted for similar services offered by the proposer, which is considered identical or similar to the requirements of this Request for Proposal. Failure to do so may be cause for rejection of the proposal. The list shall include:

a. Company name and address.
b. Contracting officer and telephone number.
c. Technical representative and telephone number.
d. A brief, written description of the project.

Failure to provide complete and accurate client information, as specified here, may result in the disqualification of your proposal

TAB 4. Office Location. **(Maximum 10 Points)**. Rating will be based on ease of contract administration and responsiveness. The proposer with all key personnel located within two (2) hours of the City of Zephyrhills.

TAB 5. Responsiveness/Availability of Equipment. **(Maximum 10 Points).** Proposer shall submit a complete list of all equipment owned by their firm to include the location of the yard where the equipment is stored when not in use.

TAB 6. Hourly Rates and Equipment Rates. **(Maximum 10 Points).** Proposer shall submit a list of hourly rates for personnel and hourly/daily/weekly/monthly rates for equipment for emergency work and planned Not-to-Exceed work. Proposer shall also identify the percentage markup charged on materials, subcontracted labor, etc.

- ❑ Must include list of equipment owned
- ❑ Is office facility owned or rented

TAB 7. Acceptance of Conditions. Indicate any exceptions to the general terms and conditions of the RFP, and to insurance requirements or any other requirements listed in the RFP. If no exceptions are indicated in this tabbed section, it will be understood that no exceptions to these documents will be considered after the award, or if applicable, during negotiations.

Exceptions taken by a proposer may result in evaluation point deduction(s) and/or exclusion of proposal for Selection Committee consideration, depending on the extent of the exception(s). Such determination shall be at the sole discretion of the City

TAB 8. Required Forms-In addition to above *(Not part of the page count)*

- ❑ Proposer's Checklist
- ❑ Firm Data Sheet
- ❑ Firm Data Sheet-Subcontractor
- ❑ Drug Free Workplace
- ❑ Statement of No Response
- ❑ E-Verify
- ❑ RFP Acceptance
- ❑ Public Entity Crimes
- ❑ Addenda
- ❑ Non-Collusive Affidavit

3.4 **Financial Capacity TAB 9**. Provide documentation of your firm's financial stability and sufficient financial capability to complete a project of this scope, as follows: (4) page maximum

3.4.1 Financial Stability. Provide summary certified financial statements demonstrating the tangible net worth of your firm, current operating cash balances, bank lines of credit and contingent liabilities.

3.4.2 Ownership. Provide information on the form of ownership, principal owners, length of ownership; if there are any pending changes to the company's ownership, identify the nature of these changes.

3.5 The response information should be included on either the forms provided in this RFP, or a reasonable facsimile of the provided forms. Firms choosing to use reasonable facsimiles of required forms should maintain both the format and content of the provided forms.

SECTION 4 - EVALUATION CRITERIA & RANKING PROCESS

4.1 General Ranking. The evaluation and ranking of all Competitive proposals received shall be accomplished utilizing the criteria described in this Section.

4.2 Selection Criteria. All proposals shall be equally evaluated with respect to the completeness of the data provided, support for all claims made, and the overall approach taken. The following criteria shall be utilized in the evaluation of the proposal:

30	Credentials & Previous Performance on Similar Jobs
10	Staff Credentials & Resumes
30	References
10	Office Location
10	Responsive & Availability of Equipment
10	Hourly Rates for Personnel & Equipment
100	*Ranking based on 100 point system-maximum*
-5	Missing Documentation

SECTION 5 - FORMS

APPLICANT FIRM NAME: _____

ADDRESS: _____

_____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

FEIN NUMBER: _____

CONTACT PERSON/TITLE: _____

_____

Type Ownership: _____

Submittal for _____ Parent Company
_____ Branch or Subsidiary

Parent Company, if any: _____

Former Parent Company/Companies:

_____

_____

Name/Title/Phone Number of two Principals in the firm:

_____

_____

Present Offices: City/State/Number of personnel for each:

_____

_____

SUBCONTRACTOR:

Firm Name and Address	Services to be Provided
1.	1.
2.	2.
3.	3.
4.	4.
5.	5.

DRUG-FREE WORKPLACE FORM

The undersigned vendor, in accordance with Florida Statute 287.087, hereby certifies that _____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or pleas of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

_____
Bidder's Signature

_____
Date

PUR062.036
re. 10/97

CITY OF ZEPHYRHILLS

STATEMENT OF NO BID

If you do not intend to bid, please complete the information below and return this form with the bid title and number clearly marked on the front of the envelope. Please send the STATEMENT OF NO BID FORM no later than the opening date indicated on the INVITATION TO BID FORM.

Please be advised that if the NO BID STATEMENT is not executed and returned your name may be deleted from the list of qualified bidders for the City of Zephyrhills.

We decline to submit a bid for the following reasons:

- ☐ Unable to meet Bond or Insurance requirements.
- ☐ Unable to meet specifications; we do not offer this product or an equivalent.
- ☐ Specifications are unclear, specialty items are too intricate.
- ☐ Insufficient time to respond; our schedule will not permit us to perform.
- ☐ Reason for declining on attached sheet.

Company Name: _____ Date: _____

Telephone Number: _____ Signature: _____

Return completed form to: City of Zephyrhills, Purchasing Department
5335 8th Street
Zephyrhills, FL 33542

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
(print name of the public entity)

by_____
(print individual's name and title)

for_____
(print name of entity submitting sworn statement)

whose business address is

_____

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is_____

(If the entity has no FEIN, include the Social Security Number of the individual

signing this sworn statement:_____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes means:

    1. A predecessor or successor of a person convicted of a public entity crime; or
    2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors,

executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

_____Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

Sworn to and subscribed before me this _____ day of _____, 20__.

Personally known_____

Or Produced identification_____
Notary Public – State of _____

_____
My commission expires_____
(Type of Identification)

_____
(Printed, Typed or stamped commissioned name of notary public)
Form PUR 7068 (Rev. 06/18/92)

Addenda Receipt Acknowledgment

Addendum #_____ Date _____ Initials_____

Addendum #_____ Date _____ Initials_____

Addendum #_____ Date _____ Initials_____

Addendum #_____ Date _____ Initials_____

Firm Representative:

_____

Signature/Date **(Executed by Corporate Authority)**

NON-COLLUSIVE AFFIDAVIT

State of Florida
County of _____

_____, being first duly sworn, deposes and says that he/she is

_____, the party making the fore-going submittal of qualifications or bid that such
submittal
(partner or officer of the Firm, etc)

Or bid is genuine and not collusive or sham; that said Firm has not colluded, conspired, connived or agreed, directly or indirectly, with any Firm or person, to put in a sham response or to refrain from responding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to secure any advantage against the City of Zephyrhills of any person interested in the proposed contract; and that all statements in said response are true.

_____
Officer

_____ *(Company Name)*

State of Florida
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____
by

_____ *(name and title of corporate officer)*
of _____ *(Name of Corporation),*
a _____ *(state or place of incorporation)* corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ *(Identification type)* as identification.

_____ *(Signature line for notary public)*

_____ *(Name of notary type, printed or stamped)*

_____ *(Title or rank)*

My commission expires: _____
Serial number, if any _____

E-VERIFY

RFP No: 35-19-01
Project Description: Water & Wastewater Misc Construction /Maintenance Services

Vendor/Consultant acknowledges and agrees to the following:

Vendor/Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;

1. all persons employed by the Vendor/Consultant during the term of the Contract to perform employment duties within Florida; and
2. all persons, including subcontractors, assigned by the Vendor/Consultant to perform work pursuant to the contract with the City of Zephyrhills.

Company/Firm: _____

Authorized Signature: _____

Title: _____

Date: _____

RFP ACCEPTANCE

I acknowledge and understand the requirements set forth in RFP 35-19-01 Water & Wastewater Misc Construction/Maintenance Services.

_____ _____
Authorized Signature Date

_____
Printed Name

_____
Company Name

In witness whereof, the above submitted has hereunto set his signature and affixed his seal this _____ day of _____A.D. 2019

_____(Seal) By:_____
Title:_____

Labor/Equipment Rates Form

RFP 35-19-01 Water & Wastewater Misc Construction/Maintenance Services

LABOR and EQUIPMENT RATES	RATES	
	WORKING HOURS	AFTER HOURS
Supervisor		
Foreman		
Helper - Labor Only		
Helper with Truck/Trailer		
Backflow Technician		
Other: (EXPLAIN)		
Please provide when after hours would apply		

EQUIPMENT RATES	SET UP FEE	HOURLY	DAILY	WEEKLY	MONTHLY	OWNED or RENTED	
						O	R
Mini Excavator with Operator							
Back Hoe with Operator							
Vac Truck - 2 Man Crew							
CCTV Camera Trailer with Operator							
Tractor with Bucket with Operator							
4" Sewage Bypass Pump with Hoses							
Bypass Pump Fuel Additional							
1500 Gallon Temporary Hydro Tank							
3000 Gallon Temporary Hydro Tank							
10000 Gallon Temporary Hydro Tank							
Aerator for Ground Storage Tank							
13000 Watt Generator							
Infiltrator MH Leak Stop Plus Labor							
Portable Concrete Mixer with Crew							
Metal Fabrication/Welding Lead Man							
Metal Fabrication/Welder							
Sand Blast Trailer Rig with Crew							
Sand Blasting Sand							
Compactor with Operator							
Air Compressor Road Bore							

OTHER RATES	% MARK UP
Materials Purchased for Specific Job	
Materials from Stock	
Subcontract Labor	
Performance and Payment Bond	Cost

Company Name: _____

Authorized Signature/Date: _____

SUBMITTED BY:

RCM UTILITIES
100 WEST MILLS AVENUE
EUSTIS, FL 32726
352-561-2990

RFP 35-19-01
WATER & WASTEWATER MISC. CONSTRUCTION / MAINTENANCE SERVICES

RCM UTILITIES

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TAB 1 - CREDENTIALS & PREVIOUS PERFORMANCE

RCM Utilities, LLC has been serving the greater central Florida area in all aspects of the water and wastewater industry for 1 ½ years. We have earned the credibility and trust of our customers through top quality, on time performance, coupled with excellent customer service and management skills.

RCM Utilities has provided services and has experience in the following types of water and wastewater work:

Lift station rehabilitation, installation, inspection & repair
Water treatment plant rehabilitation, new construction & repair
Wastewater treatment plat rehabilitation, new construction & repair

Examples of successfully and reliably completed construction services for water and wastewater utility projects include:

Hawthorne – Remove & replace High Service Pump at WTP – September 2018
Hawthorne – Installation of water main line valves – October 2018
City of Tavares – Lift Station #9 Rehab – April 2019
City of Tavares – Lift Station #47 – July 2019
City of Groveland – Lift Station #16 – June 2019
The Villages CPM – SEWWCA IPS #2 - June 2019
The Valley MHP – Replace Hydro Pneumatic Tank at WTP – July 2019
Saddle Oak Club MHP – Replace Generator and auto transfer switch to WTP – July 2019

RCM is staffed, equipped, and experienced to perform new construction of water / sewer mains, lift stations, manhole, well and appurtenances as well as renovations and retrofits and repairs emergency and non-emergency.

Licenses and Certifications held by RCM Utilities:

Underground Utility Contractor: CUC1225240
Backflow Prevention Tester – T12-18-8167
Backflow Prevention Assembly Repair & Maintenance
Introduction to Lift Station Electrical Troubleshooting
Department of Transportation Maintenance of Traffic (Intermediate)
Confined Space Entry
Infiltrator Systems Training

RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

CREECH, CHRISTOPHER RYAN

RCM UTILITIES, LLC
419 N GROVE ST
EUSTIS FL 32726

LICENSE NUMBER: CUC1225240

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

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

UF | TREEO Center
UNIVERSITY of FLORIDA

Center for Training, Research and Education for Environmental Occupations

certifies that

Christopher Creech

has satisfactorily completed the
examinations for

Backflow Prevention Tester Re-certification

Certificate of Completion

December 13-14, 2018

American Water Works Association
FloridaSection
Peggy Guinyard

Date issued: 12/14/2018
Certificate No.: T12-18-8167
Expiration: 12/31/2020
Operator Certification Program
Course#: 04191009
CEU's: 0.8

FBPR Construction Licensing Board
Sponsor No.: 0000995
Classroom Hours: 7

Carol Hinton
Carol Hinton, Associate Director

University of Florida TREEO Center • 3900 SW 63 Boulevard • Gainesville, FL 32608-3800 • 352-392-9570 • www.treeo.ufl.edu

UF | TREEO Center
UNIVERSITY of FLORIDA

Center for Training, Research and Education for Environmental Occupations

Christopher Ryan Creech

attended

Introduction to Lift Station Electrical Troubleshooting

April 9-10, 2019

and is awarded this

Certificate of Attendance

Date Issued: **04/10/2019**
TREEO FDEP OCP **04191040**: CEUs **1.6 DW WW DS**
FBPE Provider #: **0004021** : CEHs **16**

Carol Hinton
Carol Hinton, Associate Director

University of Florida TREEO Center • 3900 SW 63 Boulevard • Gainesville, FL 32608-3800 • 352-392-9570 • www.treeo.ufl.edu

RCM UTILITIES

TAB 2 – STAFF CREDENTIALS AND RESUMES

Christopher Creech:	Owner, Estimator, General Manager Total Years' Experience: 10 years
John C. Riggs:	Operations Manager, Safety Officer Total Years' Experience: 11 years
Weston Hartwright:	Field Supervisor, Crew Foreman Total Years' Experience: 12 years
Bradley Green:	Crew Foreman Total Years' Experience: 3 years
Melissa Moss:	Executive Assistant Total Years' Experience: 8 years
Bradley Miller: Subcontractor	Supervisor Total Years' Experience: 15 years

CHRISTOPHER CREECH

EMPLOYMENT EXPERIENCE:

April 2018 – Present — RCM Utilities, LLC
Position: Owner, Estimator, General Manager

Mar 2015 – April 2018 — Utility Technicians, Inc.
Position: Project Manager, Estimator, Vice President, General Manager
Duties: Estimator, supervisor, and technician for all phases of service, Expansion, modification, and repair of water and wastewater plants, lift stations, re-pump stations

July 2011 – Mar 2015 — Utility Technicians, Inc.
Position: Foreman, Construction & Service Technician
Duties: Installation and service of lift stations, construction of water plants, water line construction, sewpercoat applicator for manholes

Feb, 2008-July 2011 — Utility Technicians, Inc.
Position: Laborer
Duties: Assisted foreman with installation of lift stations, water line repairs and service work

May 2007-Feb 2008 — Kerr's Truck and Car Sales
Position: Mechanic and sales
Duties: Maintained vehicles and sold vehicles.

SKILLS:

- Wastewater Sewer Plants & Lift Stations—complete rehab & construction; motors, blowers & pump replacement & repairs; replace and repair piping & fittings; control panel repair & replacement
- Water & Hydrotank—tank cleaning, rehab (including sandblasting) & painting; inspections (with FL registered professional engineer); installation of fire water tanks
- Sanitary sewer line pressure testing and jetter cleaning
- Manhole and Wet Well rehab, including surface coating (SewperCoat) and high pressure grouting
- Operate digital inline zoom video for sewer lines
- Certified backflow tester and repair/maintenance technician

CERTIFICATIONS:

Certified Underground Utility and Excavation Contractor
License # CUC1225240
Class A CDL Driver's License
Dept of Transportation Maintenance of Traffic (Intermediate)
Confined Space Entry
Backflow Prevention Device Technician
Backflow Prevention Assembly Repair and Maintenance
Infiltrator Systems Training
DOT Drug/Alcohol Awareness Training

EDUCATION: Umatilla High School, graduated 2007

Signature Christopher R. Creech

WESTON HARTWRIGHT

EMPLOYMENT EXPERIENCE:

June 2019 – Present	RCM Utilities, LLC
Position:	Field Supervisor
Duties:	Installation and service of lift stations, construction of water plants, water line construction, sewpercoat applicator for manholes, supervise crew
Nov 2011 – May 2019	Utility Technicians, Inc.
Position:	Field Foreman, Construction & Service
Duties:	Installation and service of lift stations, construction of water plants, water line construction, sewpercoat applicator for manholes, supervise crew
Jun 2009 – Nov 2011	City of Clermont
Position:	Utilities Department Technician
Duties:	Lift station and new construction technician
Sep 2005 – May 2009	Utility Technicians, Inc.
Position:	Construction & Service Technician
Duties:	Service and repair of water & sewer plants and lift stations
Jan 1994 – Aug 2005	Donahue's Automotive Company
Position:	Vehicle Mechanic

SKILLS:

- Wastewater Sewer Plants & Lift Stations—complete rehab & construction; motors, blowers & pump replacement & repairs; replace and repair piping & fittings; control panel repair & replacement
- Water & Hydro tank—tank cleaning, rehab (including sandblasting) & painting; inspections (with FL registered professional engineer); installation of fire water tanks
- Sanitary sewer line pressure testing and jetter cleaning
- Manhole and Wet Well rehab, including surface coating (SewperCoat) and high-pressure grouting

CERTIFICATIONS:

Class B CDL Driver's License
Dept of Transportation Maintenance of Traffic
(MOT-Intermediate)
Confined Space Entry Training
Gas Monitor System Training

EDUCATION: Umatilla High School, Umatilla, FL graduated 1994

Signature Weston Hartwright

JOHN C. RIGGS

WORK EXPERIENCE:

RCM Utilities **July 2019 to Present**

Operations Manager and Safety Officer – handles all service calls; scheduled and coordinated service work; prioritized jobs, dealt with schedule interruptions; handled customer service calls, solved customer problems and followed up on customer inquiries; created and processed quotes for service work; reviewed and approved purchase orders; verified weekly time cards for assigned personnel; as warehouse manager, managed inventory control, receipt of materials, and staff to ensure material availability for jobs; researched, developed, and managed supplier relationships to ensure competitive cost and deliveries; maintained clean, orderly, and safe work environment throughout office and shop; served as Safety Officer to maintain and ensure company compliance with federal and state regulations; maintain safety supplies, training and annual truck inspection

Professional Dirt Services **Feb 2016 to July 2019**

Project Manager – involved in the early stages of project development through to completion; coordinate work and communication on multiple jobs with job foremen; coordinate internal resources and third parties/vendors to maintain schedule and ensure materials are available when needed; establish and maintain relationships with third parties/vendors; handle schedule interruptions; maintain all permits, required tests and surveys; report job status to owner and client; coordinate with estimator, architects, engineers and surveyors

Utility Technicians **Apr 2006 to Feb 2016**

Operations Manager and Safety Officer – handled all service calls; scheduled and coordinated service work; prioritized jobs, dealt with schedule interruptions; handled customer service calls, solved customer problems and followed up on customer inquiries; created and processed quotes for service work; reviewed and approved purchase orders; verified weekly time cards for assigned personnel; as warehouse manager, managed inventory control, receipt of materials, and staff to ensure material availability for jobs; researched, developed, and managed supplier relationships to ensure competitive cost and deliveries; maintained clean, orderly, and safe work environment throughout office and shop; served as Safety Officer to maintain and ensure company compliance with federal and state regulations; maintain safety supplies, training and annual truck inspections

Codding Sand & Soil **Jun 2002 to Apr 2006**

Customer service – handled orders for dirt supplies; processed invoices; collected payments, scheduled deliveries

Hudalla Group **Jan 2002 to Jun 2002**

Manufacturer's rep – managed territory of Florida, southern Georgia, and Alabama; met dealers on location to introduce products and complete sales orders

Warren and Sweat Manufacturing **Jun 1990 to Dec 2001**

General Manager for company with $4mm+ sales –outside sales; customer service; materials purchasing; researched and evaluated new material sources; inventory control; coordinated with research and development department; operations manager for 60+ employees, organized company events at trade shows, overseas travel for purchasing

EDUCATION: Graduated from William R. Boone High School, Orlando, Class of 1975
Attended Valencia Community College
Seminars: Inventory Control, Managing Multiple Projects, Priorities and Deadlines, OSHA Construction Safety

Signature John C. Riggs

BRADLEY GREEN

EMPLOYMENT EXPERIENCE:

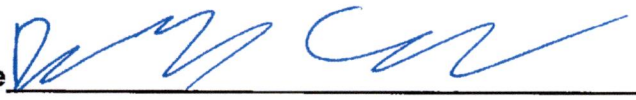
May 2018 – Present	RCM Utilities, LLC
Position:	Crew Foreman
Duties:	Installation and service of lift stations, construction of water plants, water line construction & supervise crew
Nov 2016 – May 2018	Gene Green's Lawn Care
Position:	Manager
Duties:	Managed crews for lawn care services
June 2014 – Nov. 2016	Utility Technicians, Inc.
Position:	Construction Laborer
Duties:	Installation and service of lift stations, construction of water plants, water line construction, sewpercoat applicator for manholes.

SKILLS:

- Wastewater Sewer Plants & Lift Stations—complete rehab & construction; motors, blowers & pump replacement & repairs; replace and repair piping & fittings; control panel repair & replacement
- Water & Hydro tank—tank cleaning, rehab (including sandblasting) & painting; inspections (with FL registered professional engineer); installation of fire water tanks
- Sanitary sewer line pressure testing and jetter cleaning

CERTIFICATIONS: Class B CDL Driver's License
Dept of Transportation Maintenance of Traffic (MOT-Intermediate)
Confined Space Entry Training
Gas Monitor System Training

EDUCATION: Umatilla High School, Umatilla, FL graduated 2014

Signature 

MELISSA MOSS

EMPLOYMENT EXPERIENCE:

January 2019 – Present RCM Utilities, LLC
Position: Executive Assistant and Corporate Officer
Duties:

- Manage all job communication and files, Notice to Owner and Release of Liens, request bonding and manage status reports with bonding company
- Manage incoming requests for bids and quotes, identify issues to review with President, create and manage responses for bids and quotes
- Manage accounts payables and receivables, process checks for signature, receive and post payments, reconcile bank and checking accounts, monthly closing, annual audit, end of year processing
- Manage human resources, including timesheets, payroll, payroll taxes, benefits, employee personnel files, time off records
- Process and maintain certificates of insurance, workers compensation, liability insurance and other related requirements and documents
- Maintain water billing community records, respond to questions and concerns with customers, accept and post payments for water bills, create weekly deposits, make adjustments and corrections to accounts, process water meter readings, generate and mail water billing charges, process all water consumption, water loss reports, and financial reports for water billing communities
- Answer, direct or handle all incoming telephone calls
- Maintain corporate personnel manual and drug-free workplace manual
- Maintain office equipment leases, repairs and supplies

Sept 2011 – Nov. 2018 Utility Technicians, Inc.
Position: Administrative Assistant
Duties: Manage job and bid files, accounts payables and receivables, manage employee timesheets and time off records, participate in weekly job meetings and manage job scheduling board, maintain on-call schedule for technicians

April 2009 – June 2011 Allen's Well Drilling, Inc.
Position: Secretary
Duties: Maintain the smooth running of office through a variety of administrative and clerical duties. Schedule and coordinate service work with technicians.

Jan 2006 – April 2009 Hidden Valley Ranch & Nursery, Inc.
Position: Secretary
Duties: Answer calls, take messages, handle correspondence, arrange appointments, managing databases, manage orders going out, filing

June 1989 -Sept. 2005 Winn-Dixie
Position: Pricing Manager
Duties: Ensure accuracy of prices for the store

EDUCATION: Clewiston High School, graduated 1989

Signature Melissa Moss

Bradley Miller
(561) 398-2781
brad@maxxenvironmental.com

Feb 2016-Present **Supervisor – Maxx Environmental, Riviera Beach**
(3.5 Years)

Maxx Environmental, LLC is a family owned business providing specialized underground sewer and drainage infrastructure rehabilitation and repair services on private and public projects utilizing primarily Sewpercoat;.

Tasks & duties;

- Supervise employees and projects from beginning to completion
- Attend pre-bids and pre and post-construction meetings with owners
- Compile project schedules, work-orders, material logs and safety program
- Conduct office and job-site work and safety meetings with employees
- Produce and maintain job cost, profit and loss reports
- Work with engineers and owners on design-builds and on-site conflict resolution

Feb 2013-Feb 2016 **Account Manager - Fortiline Waterworks, Riviera Bch**
(3 Years)

Fortiline is an underground utility water & sewer materials distributor. My tasks were to handle several customers with plan take-offs, quotes, material shipments, invoicing, job-site conflicts, emergency situation resolution, engineer design assistance on private development and public commercial construction projects ranging from $500,000 to $10 million dollars.

Aug 2002–Feb 2013 **Supervisor – CEES, Inc, West Palm Beach, Fl**
(11 Years)

CEES, Inc. (Chaz Equipment) was a Sewpercoat applicator providing underground sewer and drainage structure rehabilitation throughout the state of Florida.
I handled all facets of operations, scheduling, business development, marketing and maintained master stand-alone data-base systems including all facets of daily operations. As supervisor for over a decade I coordinated a total of 40 million dollars of construction and rehabilitation work from inception to closeout.

EDUCATION

Sep 1986 – May 1989 **American Academy High School, Nicosia Cyprus**

Aug 1989 – May 1993 **Wheeling Jesuit University (BA), Wheeling, WV**

7/9/19 BRADLEY MILLER

3610 Fiscal Court
Riviera Beach, Fl 33404
(561) 398-2781 C
(561) 881-0013 F
maxxenvironmental.com

Maxx Environmental Staff Experience with Sewpercoat in the State of Florida

For further verification of our experience please feel free to call;
David Waters; (352) 483-6434 ***(Porter & Assoc. – Sewpercoat Florida rep)***
Joseph Talley; (757) 339-3327 ***(Sewpercoat national manufacturers rep)***

Brad Miller: Supervisor
Total Years Experience - 15+ years
Total Manholes Coated - 12,000+ (72,000vf)
Total Wet Wells Coated - 1000 + (18,000vf)

Jeff Ducote: Crew Leader / Gunner & Mixer
Total Years Experience - 3+ years
Total Manholes Coated - 500+ (3,000vf)
Total Wet Wells Coated - 30+ (600vf)

Israel Soto: Skilled / Specialized Labor / Gunner & Mixer
Total Years Experience - 11+ years
Total Manholes Coated - 5,000+ (30,000vf)
Total Wet Wells Coated - 200+ (3,000vf)

Jorge Soto: Skilled / Specialized Labor / Gunner & Mixer
Total Years Experience - 2+ years
Total Manholes Coated - 300+ (1,800vf)
Total Wet Wells Coated - 20+ (300vf)

TAB 3 - REFERENCES

City of Tavares
201 E. Main Street
Tavares, FL 32778
Bob Kenner 352-516-3530
Shannon Parrish 352-516-1624

Lift station rehabs to include base ells, pumps, piping, valves & sewpercoat

City of Groveland
156 S. Lake Ave
Groveland, FL 34736
Chris Grove 352-308-5787
Pash Dhanra 352-428-4991

Lift station rehabs to include base ells, pumps, piping, valves & sewpercoat and full electrical replacement including control panel

City of Umatilla
1 S. Central Ave
Umatilla, FL 32784
Aaron Mercer 407-949-2917

Removal & replacement of clarifier bridge expanded 25' of elevated walkway, water meters.
Lift station rehabs to include base ells, pumps, piping, valves & sewpercoat

Sun Communities
27777 Franklin Road
Southfield, MI 48034
Jennifer Harwick 941-374-5156

Lift station rehabs to include base ells, pumps, piping, valves & sewpercoat, hydro pneumatic tank replacement, misc. water main & isolation valve replacements.

The Village Commercial Property Management
3597 Kiessel Road
The Villages, FL 32163
Jarrod Ford 352-636-4840

Complete construction of multiple High-Pressure Irrigation Pump Stations to include 2000 GPM pump skid with duplex vertical turbine pumps. 1000GPM pond fill well pump, High Pressure hypochlorite injection system, Scada and telemetry, all housed in a 1000 sq. ft pump house

3610 Fiscal Court
Riviera Beach, Fl 33404
(561) 398-2781 C
(561) 881-0013 F
maxxenvironmental.com

References - Maxx Environmental, LLC

City of Fort Myers:
Al Casing - Public Works Operations Supervisor
4200 MLK Jr. Blvd., Ft. Myers, Fl 33916
Tel: (239) 410-2448
Email: acasing@cityftmyers.com
Work completed: Sewpercoat manhole rehabilitation

City of Naples:
Kevin Swisher – Utility Maintenance Supervisor
380 Riverside Cir., Naples, Fl 34102
Tel: (239) 298-9450
Email: kswisher@naplesgov.com
Work completed: Sewpercoat manhole & LS rehabilitation

Village of Wellington:
Corey Robinson – Operations & Maintenance Supervisor
12300 Forest Hill Blvd., Wellington Fl 33414
Tel: (561) 906-1083
Email: crobinson@wellingtonfl.gov
Work completed: Sewpercoat manhole rehabilitation

Seminole Tribe of Florida:
Juan Mata – Utility Operations Supervisor
6300 Stirling Rd., Hollywood, Fl 33024
Tel: (863) 228-2138
Email: cjuanmata@semtribe.com
Work completed: Sewpercoat manhole & LS coatings

Seacoast Utility Authority:
Brent Weidenhamer – O&M Supervisor
4200 Hood Rd., Palm Beach Gardens, Fl 33410
Tel: (561) 627-2900
Email: bweidenhamer@sua.com
Work completed: Sewpercoat manhole & LS rehabilitation

kerneos
ALUMINATE TECHNOLOGIES

October 18, 2017

Maxx Environmental, LLC
3610 Fiscal Court
Riviera Beach, FL 33404

SUBJECT: SEWPERCOAT® APPLICATION STATUS

This letter serves to verify that Maxx Environmental, LLC personnel have demonstrated the requisite skill and training to be considered competent and qualified installers of SewperCoat® materials (as manufactured by Kerneos Inc.). Maxx Environmental, LLC personnel have installation experience with the low-pressure, wet spray installation method and have successfully installed SewperCoat® PG in manhole, lift station, and wet well rehabilitation applications throughout their careers.

With SewperCoat® being a specialty construction product having very specific installation methods and equipment requirements, Kerneos is very selective in our assessment of any contractor interested in gaining our "competent and qualified installer" designation. This designation is typically required in project specifications, along with other exhaustive experience and volume of similar work requirements. Kerneos maintains a listing of competent and quality contractors that have demonstrated requisite skill and training to be considered qualified installers of our materials. Maxx Environmental, LLC are included in this listing.

If you have any additional questions or comments, please do not hesitate to contact me directly.

Respectfully,

Joseph Talley
SewperCoat® Market Manager
Kerneos Inc.

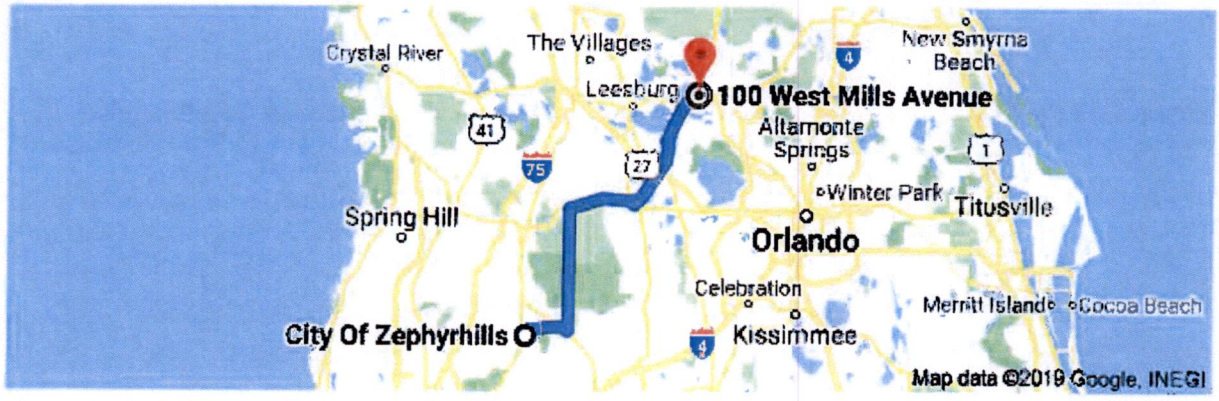
Kerneos Inc. - 1316 Priority Lane, Chesapeake, VA 23324
Phone: (757) 284-3200 FAX: (757) 284-3300

CICS

TAB 4 -OFFICE LOCATION

Our office is located at 100 West Mills Avenue in Eustis, FL 32726 which is 1 ½ hours from City of Zephyrhills. Our technicians also live in this area and are available to respond as needed by the City.

Please see map below:



Approximately 1 hour 27 min (67 miles)

TAB 5 - RESPONSIVENESS / AVAILABILITY OF EQUIPMENT

RCM Utilities owns all the equipment listed below and the yard where our equipment is stored is at 100 West Mills Avenue Eustis, FL 32726

Trucks:

2018 Ram 5500 with 6000 lb. crane- heavy construction truck

2015 Ford F550 with 500 lb. crane – heavy construction truck

2016 Chevrolet 2500 with 3000 lb. crane – service truck

2004 Chevrolet 2500 – shop truck

Trailers:

2009 35' Hooper Gooseneck trailer

2018 18" Taylor Equipment trailer

16' Tandem Dump trailer

Equipment:

30HP Tractor with bucket

Hose Monster

5000 lb. Warehouse Forklift

3000 lb. Warehouse Forklift

Ditch Witch Trencher

(2) 3" Diaphragm Mud Hogg pumps

2" & 3" Trash Pumps

Hose Monster Test

Fire Hydrant Flow Test Equipment

High Pressure leak stop grout pump

(2) 11000-watt welder generators

(1) 8600-watt generator

(1) 5000-watt generator

(1) gas powered air compressor

Confined Space rescue kit tripod, harness, blowers & gas monitors

Backflow Preventor test gauge

3610 Fiscal Court
Riviera Beach, Fl 33404
(561) 398-2781 C
(561) 881-0013 F
maxxenvironmental.com

Response Approach to Work Orders

SCHEDULING: We can be on-site next day for emergencies.

COMPLETION: Manholes; 3-7 per day / Lift Stations; 2.5 days max

EMERGENCY: We can be on-site within 24-48 hours.

MOBILIZATION: No additional cost – included within our bid pricing.

EQUIPMENT: Ford F450 lead box truck, Strong 35D Spray Rig,
Ford F450 support truck, 5000psi pressure washer trailer,
375cfm/150psi air compressor.

MATERIALS: Coating material new & rehab - Sewpercoat PG, Kerneos
Aggressive leak stops – Seal Guard 2 hydrophobic grout
Regular leak stops – Avanti 202 hydrophilic grout
Hole filling / Leak stops – Strong Plug
Wall patching / repairs – Strong QSR
Black Beauty sand (sandblasting) – Florida Sand & Silica
Safety Gear (Tripods, Gas detectors, etc) – Ritz Safety

PICTURES: We shall provide before and after pictures of all work.

SUB-CONTRACTORS: None. Maxx shall perform all services

SEWERCOAT

INFRASTRUCTURE • REHABILITATION • SOLUTIONS

Labor/Equipment Rates Form

RFP 35-19-01 Water & Wastewater Misc Construction/Maintenance Services

LABOR and EQUIPMENT RATES	RATES WORKING HOURS	RATES AFTER HOURS
Supervisor	$50.00	$75.00
Foreman	$75.00	$113.00
Helper - Labor Only	$35.00	$53.00
Helper with Truck/Trailer	$50.00	$75.00
Backflow Technician	$40.00	$60.00
Other: (EXPLAIN)		
Please provide when after hours would apply	Anytime outside Mon - Fri 7am - 5 pm	

EQUIPMENT RATES	SET UP FEE	HOURLY	DAILY	WEEKLY	MONTHLY	OWNED or RENTED O	R
Mini Excavator with Operator	$150.00	$80.00	$800.00	$2,400.00	$9,600.00	O	
Back Hoe with Operator	$250.00	$125.00	$1,250.00	$6,250.00	$25,000.00		R
Vac Truck - 2 Man Crew	$250.00	$280.00	$2,800.00	$14,000.00	$56,000.00		R
CCTV Camera Trailer with Operator	$250.00	$175.00	$1,750.00	$8,750.00	$35,000.00		R
Tractor with Bucket with Operator	$250.00	$125.00	$1,250.00	$6,250.00	$25,000.00	O	
4" Sewage Bypass Pump with Hoses	$250.00	$40.00	$250.00	$650.00	$2,600.00		R
Bypass Pump Fuel Additional	$4.50 per gallon						
~~1500 Gallon Temporary Hydro Tank~~							
~~3000 Gallon Temporary Hydro Tank~~							
~~10000 Gallon Temporary Hydro Tank~~							
~~Aerator for Ground Storage Tank~~							
13000 Watt Generator	$250.00	$40.00	$170.00	$850.00	$3,400.00		R
Infiltrator MH Leak Stop Plus Labor	$150.00	$25.00	$150.00	$750.00	$3,000.00	O	
Portable Concrete Mixer with Crew							
Metal Fabrication/Welding Lead Man	$150.00	$75.00	$750.00	$3,750.00	$15,000.00	O	
Metal Fabrication/Welder	$150.00	$65.00	$650.00	$3,250.00	$13,000.00	O	
Sand Blast Trailer Rig with Crew	$250.00	$295.00	$2,950.00	$14,750.00	$59,000.00		R
Sand Blasting Sand	$5.00 per 50 lb bag						
Compactor with Operator	$150.00	$100.00	$1,000.00	$5,000.00	$20,000.00	O	
Air Compressor Road Bore	$250.00	$125.00	$1,250.00	$6,250.00	$25,000.00	O	

OTHER RATES	% MARK UP
Materials Purchased for Specific Job	25%
Materials from Stock	25%
Subcontract Labor	20%
Performance and Payment Bond	Cost 2%

Company Name: RCM Utilities, LLC

Authorized Signature/Date: Christopher R. Creech 07/26/2019

Christopher R. Creech Manager

TAB 7 -ACCEPTANCE OF CONDITIONS

As found in section 1.14.2 Insurance, RCM Utilities has been assured by its insurance provider Bates Insurance that a pollution policy for $1,000,000 for each pollution condition can be obtained if we are awarded this contract. Please let us know, and we can forward to you proof of coverage.

In addition, RCM Utilities has obtained builders' risk coverage when required on a job per job basis. If awarded this contract, and builder's risk coverage is required, we will notify our insurance provider and can forward to you proof of coverage.

Except for the two insurance coverages listed above, there are no known exceptions or deviations to the terms and conditions of the City of Zephyrhills RFP 35-19-01 Water & Wastewater Misc. Construction / Maintenance Services

APPLICANT FIRM NAME: RCM Utilities, LLC

ADDRESS: 100 West Mills Ave Eustis, FL 32726

TELEPHONE NUMBER: 352-561-2990

FAX NUMBER: 352-292-0139

EMAIL ADDRESS: chris@rcmutilities.com

FEIN NUMBER: 82-4160762

CONTACT PERSON/TITLE: Christopher R. Creech Owner/ Manager

Type Ownership: Limited Liability Company

Submittal for _____ Parent Company
_____ Branch or Subsidiary

Parent Company, if any: _____

Former Parent Company/Companies:

Name/Title/Phone Number of two Principals in the firm:

John C. Riggs Operations Manager 352-267-6264
Weston Hartwright Field Supervisor 352-456-8623
Melissa Moss Executive Assistant 352-267-0874

Present Offices: City/State/Number of personnel for each:
Eustis, FL 8

SUBCONTRACTOR:

Firm Name and Address	Services to be Provided
1. Betts Electrical Services, LLC 9590 SE 190th Court Ocklawaha, FL 32179	1. Electrical
2. Max Environmental, LLC 3610 Fiscal Court Rivera Beach, FL 33404	2. Sewpercoat
3.	3.
4.	4.
5.	5.

DRUG-FREE WORKPLACE FORM

The undersigned vendor, in accordance with Florida Statute 287.087, hereby

certifies that RCM Utilities, LLC does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or pleas of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Christopher R. Creech
Bidder's Signature Christopher R. Creech

07/26/2019
Date

PUR062.036
re. 10/97

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to City of Zephyrhills
(print name of the public entity)

by Christopher R. Creech Manager / Owner
(print individual's name and title)

for RCM Utilities, LLC
(print name of entity submitting sworn statement)

whose business address is

100 West Mills Ave Eustis, FL 32726

and (if applicable) its Federal Employer Identification Number (FEIN) is 82-4160762

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes means:

   1. A predecessor or successor of a person convicted of a public entity crime; or
   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors,

executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

_X_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Christopher R. Creech
(Signature)

Sworn to and subscribed before me this 26 day of July, 2019

Personally known Christopher R. Creech

Or Produced identification _____

Notary Public – State of Florida

Melissa Moss
My commission expires November 8, 2019
(Type of Identification)

MELISSA MOSS
Commission # FF 897456
Expires November 8, 2019
Bonded Thru Troy Fain Insurance 800-385-7019

_____
(Printed, Typed or stamped commissioned name of notary public)

Form PUR 7068 (Rev. 06/18/92)

Addenda Receipt Acknowledgment

Addendum # 1 Date 07/01/2019 Initials CRC

Addendum #_____ Date _____ Initials_____

Addendum #_____ Date _____ Initials_____

Addendum #_____ Date _____ Initials_____

Firm Representative:

Christopher R. Creech

Signature/Date **(Executed by Corporate Authority)**
Christopher R. Creech Manager

NON-COLLUSIVE AFFIDAVIT

State of Florida
County of Lake

Christopher R. Creech, being first duly sworn, deposes and says that he/she is Manager of RCM Utilities, LLC, the party making the fore-going submittal of qualifications or bid that such submittal
(partner or officer of the Firm, etc)

Or bid is genuine and not collusive or sham; that said Firm has not colluded, conspired, connived or agreed, directly or indirectly, with any Firm or person, to put in a sham response or to refrain from responding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to secure any advantage against the City of Zephyrhills of any person interested in the proposed contract; and that all statements in said response are true.

Christm R. Creech
Officer

RCM Utilities, LLC *(Company Name)*

State of Florida
County of Lake

The foregoing instrument was acknowledged before me this 26 day of July 2019
by
Christopher R. Creech Manager *(name and title of corporate officer)*
of RCM Utilities, LLC *(Name of Corporation),*
a Florida *(state or place of incorporation)* corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ *(Identification type)* as identification.

Melissa Moss *(Signature line for notary public)*

Melissa Moss *(Name of notary type, printed or stamped)*

AMBR / Executive Assistant *(Title or rank)*

My commission expires: November 8, 2019
Serial number, if any _____

MELISSA MOSS
Commission # FF 897456
Expires November 8, 2019
Bonded Thru Troy Fain Insurance 800-385-7019

E-VERIFY

RFP No: 35-19-01
Project Description: Water & Wastewater Misc Construction /Maintenance Services

Vendor/Consultant acknowledges and agrees to the following:

Vendor/Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;

1. all persons employed by the Vendor/Consultant during the term of the Contract to perform employment duties within Florida; and
2. all persons, including subcontractors, assigned by the Vendor/Consultant to perform work pursuant to the contract with the City of Zephyrhills.

Company/Firm: RCM Utilities, LLC

Authorized Signature: Christopher R. Creech

Title: Manager / Owner

Date: July 26, 2019

RFP ACCEPTANCE

I acknowledge and understand the requirements set forth in RFP 35-19-01 Water & Wastewater Misc Construction/Maintenance Services.

Christopher R. Creech
Authorized Signature

07/26/2019
Date

Christopher R. Creech
Printed Name

RCM Utilities, LLC
Company Name

In witness whereof, the above submitted has hereunto set his signature and affixed his seal this 26 day of July A.D. 2019

MELISSA MOSS
Commission # FF 897456
Expires November 8, 2019
Bonded Thru Troy Fain Insurance 800-385-7019

(Seal) By: Melissa Moss
Title: AMBR / Executive Assistant

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: **Award of RFQ #2024-04 Construction Manager at Risk Services for Wildwood WRF Expansion and BNR Improvements**

REQUESTED ACTION: Staff is requesting that the Commission authorize the City Manager to enter into negotiations with Garney Construction.

CONTRACT: Vendor/Entity: PC Construction

Effective Date: Termination Date:

Managing Division/Department:

BUDGET IMPACT: The Wastewater Treatment Plant improvements are programmed in the CIP, with funding allocated in the current fiscal year as well as future fiscal years.

HISTORY/FACTS/ISSUES:

In October 2023, the City Commission took action to terminate the contract with PC Construction for services related to the City's WRF Expansion and BNR Improvements project. The City subsequently issued RFQ #2024-04 later that month with a submission deadline of November 10, 2023. The RFQ was posted on DemandStar and the City's website. The City received one response to the RFQ from Garney Construction. The selection committee met on November 16, 2023 to review, discuss, and rank the submittal. The selection committee consisted of Utility Capital Projects Coordinator Mark Odell, Assistant Director of Utilities Jason Martin, Utilities Operations Manager Wayne Bouchard, Public Works Director Jeremy Hockenbury, and Assistant City Manager/CFO Cassandra Smith. After discussing the scoring criteria and the company's performance in each area, scores were totaled. This initial review resulted in a score of 435 points for Garney Construction out of a possible total of 500. The committee members then decided that while a formal presentation was not required with only one submittal, they did want to meet with the company to ask questions and become familiar with the company.

A "meet and greet" / Q&A session was held on Tuesday, November 21, 2023. There was no scoring following this session. Garney Construction has constructed numerous utility facilities throughout Florida and, particularly, many of the facilities within The Villages, so they have demonstrated knowledge and capabilities needed for the City's project as well as knowledge of the Wildwood area. The selection committee members feel comfortable in recommending that the Commission approve the ranking of the RFQ and authorize the City Manager to enter into contract negotiations with Garney Construction.

RFQ #2024-04 CMAR-Wildwood WRF Expansion & BNR Improvements Request for Qualifications Scoring Sheet Results of Initial Selection Committee Meeting on November 16, 2023		
		Garney
Qualifications & Experience of Project Team (Max 27 Points)	Cassandra Smith	25
	Jeremy Hockenbury	25
	MarkOdell	25
	JasonMartin	25
	Wayne Bouchard	25
Approach to Engagement, Project Mgmt (Max 27 Points)	Cassandra Smith	20
	Jeremy Hockenbury	24
	MarkOdell	23
	JasonMartin	23
	Wayne Bouchard	25
Value Engineering, Project Scheduling, Estimating (Max 21 Points)	Cassandra Smith	20
	Jeremy Hockenbury	20
	MarkOdell	19
	JasonMartin	20
	Wayne Bouchard	20
Quality Control, Sanctions, Adverse Litigation (Max 5 Points)	Cassandra Smith	5
	Jeremy Hockenbury	3
	MarkOdell	3
	JasonMartin	4
	Wayne Bouchard	5
Proposer's Availability (Max 10 Points)	Cassandra Smith	5
	Jeremy Hockenbury	6
	MarkOdell	9
	JasonMartin	8
	Wayne Bouchard	7
Use of Local Subcontractors / Firms (Max 5 Points)	Cassandra Smith	3
	Jeremy Hockenbury	5
	MarkOdell	4
	JasonMartin	3
	Wayne Bouchard	3
References (Max 5 Points)	Cassandra Smith	5
	Jeremy Hockenbury	5
	MarkOdell	3
	JasonMartin	5
	Wayne Bouchard	5
Total Points (Maximum 100 Points)	Cassandra Smith	83
	Jeremy Hockenbury	88
	MarkOdell	86
	JasonMartin	88
	Wayne Bouchard	90
Total Cumulative Points:		435
Final Ranking:		1

Reviewer: Wayne Bouchard Date: 11/13/23

RFQ #2024-04
Wastewater Treatment Facility Expansion
Request for Qualifications
Scoring Sheet

	Check This Box if Submittal is Complete	Tab 3 Qualifications and Experience of Project Team	Tab 4 Approach to the Engagement, Project Management	Tab 5 Value Engineering, Project Scheduling, Estimating and Communication	Tab 6 Quality Control, Sanctions and Adverse Litigation	Tab 8 Proposer's Availability	Use of Local Subcontractors/ Firms in the Construction of Improvements	References	
		Maximum Points 27	Maximum Points 27	Maximum Points 21	Maximum Points 5	Maximum Points 10	Maximum Points 5	Maximum Points 5	Total Points Maximum 100
Garney Construction	✓	25	25	20	5	9	3	5	90

Reviewer: Jeremy Hockenbury Date: Nov 16 2023

RFQ #2024-04
Wastewater Treatment Facility Expansion
Request for Qualifications
Scoring Sheet

	Check This Box if Submittal is Complete	Tab 3 Qualifications and Experience of Project Team	Tab 4 Approach to the Engagement, Project Management	Tab 5 Value Engineering, Project Scheduling, Estimating and Communication	Tab 6 Quality Control, Sanctions and Adverse Litigation	Tab 8 Proposer's Availability	Use of Local Subcontractors/ Firms in the Construction of Improvements	References	
		Maximum Points 27	**Maximum Points 27**	**Maximum Points 21**	**Maximum Points 5**	**Maximum Points 10**	**Maximum Points 5**	**Maximum Points 5**	**Total Points Maximum 100**
Garney Construction	✓	25	24	20	3	6	5	5	88

Reviewer: Jason L. Martin Date: 11-15-23

RFQ #2024-04
Wastewater Treatment Facility Expansion
Request for Qualifications
Scoring Sheet

	Check This Box if Submittal is Complete	Tab 3 Qualifications and Experience of Project Team	Tab 4 Approach to the Engagement, Project Management	Tab 5 Value Engineering, Project Scheduling, Estimating and Communication	Tab 6 Quality Control, Sanctions and Adverse Litigation	Tab 8 Proposer's Availability	Use of Local Subcontractors/ Firms in the Construction of Improvements	References	
		Maximum Points 27	Maximum Points 27	Maximum Points 21	Maximum Points 5	Maximum Points 10	Maximum Points 5	Maximum Points 5	Total Points Maximum 100
Garney Construction	✓	25	23	20	4	8	3	5	88

Reviewer: Marc Odell Date: 11/14/23

RFQ #2024-04
Wastewater Treatment Facility Expansion
Request for Qualifications
Scoring Sheet

	Check This Box if Submittal is Complete	Tab 3 Qualifications and Experience of Project Team	Tab 4 Approach to the Engagement, Project Management	Tab 5 Value Engineering, Project Scheduling, Estimating and Communication	Tab 6 Quality Control, Sanctions and Adverse Litigation	Tab 8 Proposer's Availability	Use of Local Subcontractors/ Firms in the Construction of Improvements	References	
		Maximum Points 27	**Maximum Points 27**	**Maximum Points 21**	**Maximum Points 5**	**Maximum Points 10**	**Maximum Points 5**	**Maximum Points 5**	**Total Points Maximum 100**
Garney Construction	✓	25	23	19	3	9	4	3	86
		✓	✓	✓	✓	✓	✓		

Reviewer: Cassandra Smith CS Date: 11-16-23

RFQ #2024-04
Wastewater Treatment Facility Expansion
Request for Qualifications
Scoring Sheet

	Check This Box if Submittal is Complete	Tab 3 Qualifications and Experience of Project Team	Tab 4 Approach to the Engagement, Project Management	Tab 5 Value Engineering, Project Scheduling, Estimating and Communication	Tab 6 Quality Control, Sanctions and Adverse Litigation	Tab 8 Proposer's Availability	Use of Local Subcontractors/ Firms in the Construction of Improvements	References	
		Maximum Points 27	**Maximum Points 27**	**Maximum Points 21**	**Maximum Points 5**	**Maximum Points 10**	**Maximum Points 5**	**Maximum Points 5**	**Total Points Maximum 100**
Garney Construction	✓	25	20	20	5	5	3	5	83



ELECTRONIC

CONSTRUCTION MANAGER AT RISK (CMAR) SERVICES – WILDWOOD WRF BNR IMPROVEMENTS

Statement of Qualifications for:
CITY OF WILDWOOD, FL

Project Number: **RFQ #2024-04**

Date: **NOVEMBER 10, 2023**

submitted by:
GARNEY COMPANIES, INC.

CONTACT:
Eric C. Wagner, Director – Plant Southeast
ewagner@garney.com
407.468.3975

370 East Crown Point Road
Winter Garden, FL 34787

FORM 1

RFQ COVER PAGE

Name of Firm, Entity or Organization:
Garney Companies, Inc.

Federal Employer Identification Number (FEIN): 44-0658613

State of Florida License Number (If Applicable): CGC1515632

Name of Contact Person: Eric C. Wagner

Title: Director – Plant Southeast

E-Mail Address: ewagner@garney.com

Mailing Address: 370 E. Crown Point Road

Street Address (if different):

City, State, Zip: Winter Garden, FL 34787

Telephone: 407.468.3975 **Fax:** N/A

Organizational Structure – Please Check One:

Corporation ☒ **Partnership** ☐ **Proprietorship** ☐ **Joint Venture** ☐ **Other** ☐

If Corporation:
Date of Incorporation: 12/27/1961 **State of Incorporation:** Missouri

States Registered in as Foreign Corporation: N/A

Authorized Signature:

Print Name: Eric C. Wagner

Signature: Eric C Wagner

Title: Director – Plant Southeast

Phone: 407.468.3975

This document must be completed and returned with your Submittal



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B. Project Team

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B. Conflict Resolution

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With over six decades of experience in the water industry, we know what it takes to get the job done. Projects aren't always straightforward, and you want a partner who can think creatively and work efficiently. You want Garney.



TAB 1

STATEMENT OF INTEREST/ INTRODUCTION



CITY OF WILDWOOD, FL

RFQ #2024-04 CONSTRUCTION MANAGER AT RISK (CMAR) SERVICES – WILDWOOD WRF BNR IMPROVEMENTS

November 10, 2023

City of Wildwood, FL
100 North Main Street
Wildwood, FL 34785

ATTN: Cassandra Smith –
Assistant City Manager

Dear Ms. Smith and Selection Committee Members,

We commend City of Wildwood (the City) in choosing to use the CMAR delivery method for this important WRF BNR Improvements project as it will allow us to provide value engineering (VE) services during design that will result in schedule, supply, and cost savings. The key to successfully using the CMAR delivery method is developing a partnership based on trust and open communication with a team that has local in-depth experience with CMAR and the proposed scope of work.

As the #1 water and wastewater contractor in the nation, **Garney Companies, Inc. (Garney)** is your ideal partner. Garney will serve as CMAR for this project, leveraging our extensive Florida wastewater CMAR expertise to successfully streamline project delivery. We are excited about the opportunity to provide CMAR services to the City and offer the following benefits:

CMAR LEADERSHIP BACKED BY PROVEN LOCAL REPUTATION

Having led 90+ Owners through their first collaborative delivery project, we know how to organize and sequence a project to get construction started as soon as possible. Nearly all of our proposed team members have helped local Florida clients achieve success on their first CMAR projects. ***We ensure the City a collaborative and informative CMAR process delivered by a strong team backed by a successful reputation.*** Our key drivers are to deliver your project on-time and within budget through collaborative strategies with all stakeholders.

LOCAL LEADERS INVESTED IN THE COMMUNITY

Garney will forge enduring relationships with the City, CPH, Inc. (CPH), and the community by committing our best resources, including those who know the project's challenges well, to drive success. Garney's management team works and lives in the surrounding areas, including Clermont, Leesburg, and Yallaha. This team of experienced project managers, superintendents, and engineers are currently working on a Design-Build project located in the Villages nearing completion, and will be able to seamlessly transition to your WRF project. Having worked together over the past several years on projects of relevant scope, this management team already fosters strong working relationships and processes that will directly translate to schedule efficiencies on your project. ***With our local team and the depth of experience we have in Florida, we are invested in successfully delivering your WRF BNR Improvements project that will have lasting positive impacts on our community.***

Garney Stats

#4
WASTEWATER TREATMENT PLANTS (ENR 2023)

#86
TOP 100 CONSTRUCTION MANAGEMENT-AT-RISK FIRMS (ENR 2023)

0.61
2023 EXPERIENCE MODIFICATION RATE (EMR)

258
CMAR PROJECTS COMPLETED

297
WWTP PROJECTS COMPLETED

62
YEARS IN BUSINESS

WASTEWATER EXPERTISE RESULTING IN EFFICIENT PROJECT DELIVERY

Garney has constructed 297 wastewater treatment plants (WWTP) over the past 62 years, offering experience with virtually every wastewater treatment process. In the last 20 years, we have completed 85+ WRF/WWTP projects in Florida, with over half of those projects including the BNR process. Our proposed team members offer a depth of experience building and repairing various components of WRFs including BNR basins, headworks structures, clarifiers, and chlorine contact basins. This experience directly translates to schedule and budget savings, and efficient execution of critical front-end CMAR tasks including constructability, VE, early procurement of long lead items, and accurate GMP development.

We are your IDEAL CMAR PARTNER. We submit this statement of qualifications as a personal commitment to the success of your WRF BNR Improvements project. Should you have any questions or concerns, please feel free to contact me at **ewagner@garney.com** or **407.468.3975**.

Respectfully submitted,
Garney Companies, Inc.

Eric C. Wagner,
Director – Plant Southeast
370 East Crown Point Road
Winter Garden, FL 34787



CERTIFIED COPY OF RESOLUTION
OF SOLE DIRECTOR OF GARNEY COMPANIES, INC.

The undersigned, Thomas J. Roberts, hereby certifies that he is the duly elected and qualified Secretary of Garney Companies, Inc. a Missouri Corporation (the "Company"), and that as Secretary, he maintains the records and the corporate seal of the Company. The undersigned further certifies that the following is a true and correct copy of the resolution adopted by the Sole Director of the Company on the 5th day of December, 2022 and that such resolution is now in full force and effect:

RESOLVED: That the following individuals listed below

Michael H. Heitmann	CEO
Scott A. Parrish	President
Matthew W. Reaves	Executive Vice President
Timothy M. Behler	Vice President/COO - Eastern Plant
Wayne A. O'Brien	Vice President/COO - Western Plant
Matthew T. Foster	Vice President/COO - Western Pipe
Jason A. Seubert	Vice President/COO - Eastern Pipe
David R. Burkhart	Vice President
Stephen P. Ford	Vice President
Gregory K. Harris	Vice President
Jordan S. Carrier	Vice President
Daniel R. Smolik	Vice President
William D. Williams	Vice President
Jay L. McQuillen, Jr.	Director - Garney Federal
Thomas J. Roberts	Director of Financial Reporting/Secretary
Mark A. Kelly	Director - Business Development
Michael D. Strong	Director - General Counsel
Scott J. Reuter	Director
Jeffrey P. Seal	Director
Michael Joel Heimbuck	Director
Eric C. Wagner	Director
Brian B. Brandstetter	Director
Patrick S. Vidonish	Director

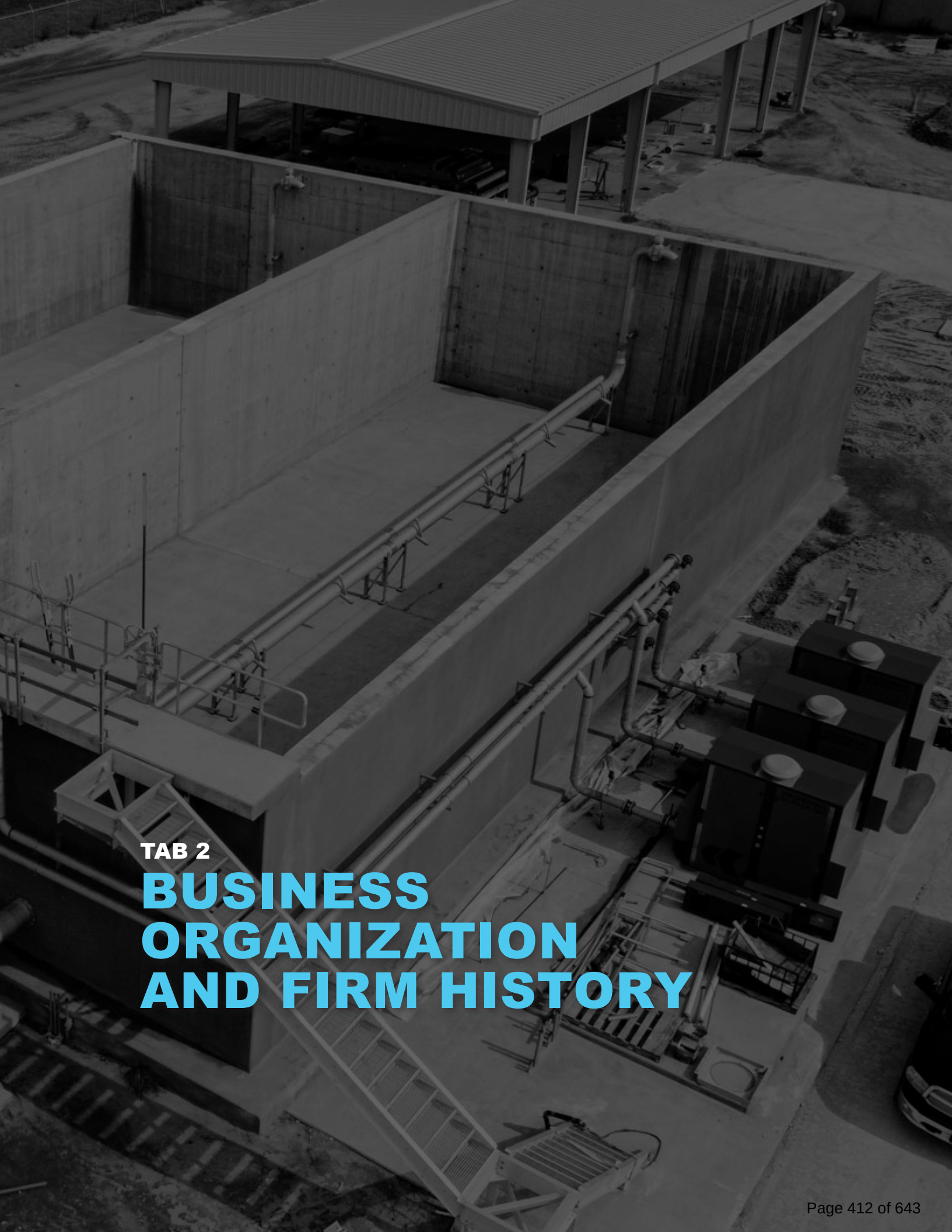
are hereby authorized and instructed to execute and deliver on behalf of the Corporation and its name, contracts, offers and bids pertaining to contracting and construction work to be performed by the Company.

IN WITNESS WHEREOF, the undersigned has hereby affixed his name as Secretary and caused the corporate seal of the Company to be affixed hereto this 5th day of December, 2022.

GARNEY COMPANIES, INC. CORPORATE SEAL STATE OF MISSOURI

Thomas J. Roberts

Thomas J. Roberts, Corporate Secretary



TAB 2

BUSINESS ORGANIZATION AND FIRM HISTORY

TAB 2: BUSINESS ORGANIZATION AND FIRM HISTORY

ABOUT GARNEY

Since 1961, Garney has specialized solely in self-performing construction of water and wastewater pipelines, treatment facilities, pump stations, and storage tanks. ***As the nation's top-ranking water contractor, Garney delivers 90% of our projects through collaborative delivery, such as CMAR.*** This experience will maximize the benefits this delivery method offers. Garney's expertise reduces project risk, and our national buying power and self-performing capabilities provide maximum cost savings and schedule certainty.

Garney has built a hard-earned reputation as a top water/wastewater contractor through unparalleled experience, quality, and safety. This is evidenced by more than a decade of top industry rankings, including being #4 in Wastewater Treatment Plants. A sampling of Garney's 2023 rankings recognized by Engineering News-Record (ENR) are as follows:

#2	Environmental Firm in Wastewater Treatment
#4	Wastewater Treatment Plants (Top 400 Contractors Sourcebook)
#5	Water Treatment and Desalination Plants (Top 400 Contractors Sourcebook)
#71	Top 400 Contractors
#86	Top 100 Construction Management-at-Risk Firms

LENGTH OF TIME IN BUSINESS

62 Years

FIRM CAPABILITIES

Garney specializes in the following:

- Water/wastewater infrastructure
- Water and sewer pipeline installation
- Water and wastewater treatment facility construction
- Pump stations and heavy concrete structures
- Water tanks and reservoirs
- Heavy civil / industrial
- Site work

GENERAL AND LOCAL GOVERNMENT EXPERIENCE

Garney has completed 1690+ projects for 500+ municipalities across the nation, including 267 projects for 80+ municipalities in Florida totaling $1.8B.

FLORIDA EMPLOYER ID NUMBER (FEIN)

44-0658613

DEPTH OF RESOURCES AND OFFICE LOCATIONS

Garney is the largest contractor in our line of work with **2,220+** employee-owners across **17** offices nationwide. We offer a tremendous depth of resources spread across the country. Garney is able to pull from **785+** employee-owners in project management and **1,425+** field craft workers should the project warrant additional work force. More than **335+** of these employee-owners reside in the Southeast region. We have a local office where the majority of the services will be provided, project management will be supported through, or work will be performed. Our headquarters and local office addresses are listed below:

Corporate Headquarters:

1700 Swift Street, Suite 200,
North Kansas City, MO 64116

Local Office Address:

370 East Crown Point Road
Winter Garden, FL 34787



TAB 3

QUALIFICATIONS, RELEVANT EXPERIENCE AND THE PROJECT TEAM

TAB 3: QUALIFICATIONS, RELEVANT EXPERIENCE AND THE PROJECT TEAM

A. SIMILAR PROJECTS

Garney has constructed 490+ treatment facilities over the past 62 years. This extends to Garney's completing construction of 176 treatment facilities in the state of Florida. With 20+ years of CMAR experience, we have executed 275 CMAR projects totaling $6.7B in value, making Garney an industry leader in the collaborative delivery of wastewater and water treatment plants. Specifically in Florida, we have completed 31 CMAR projects valued at $1.6B.

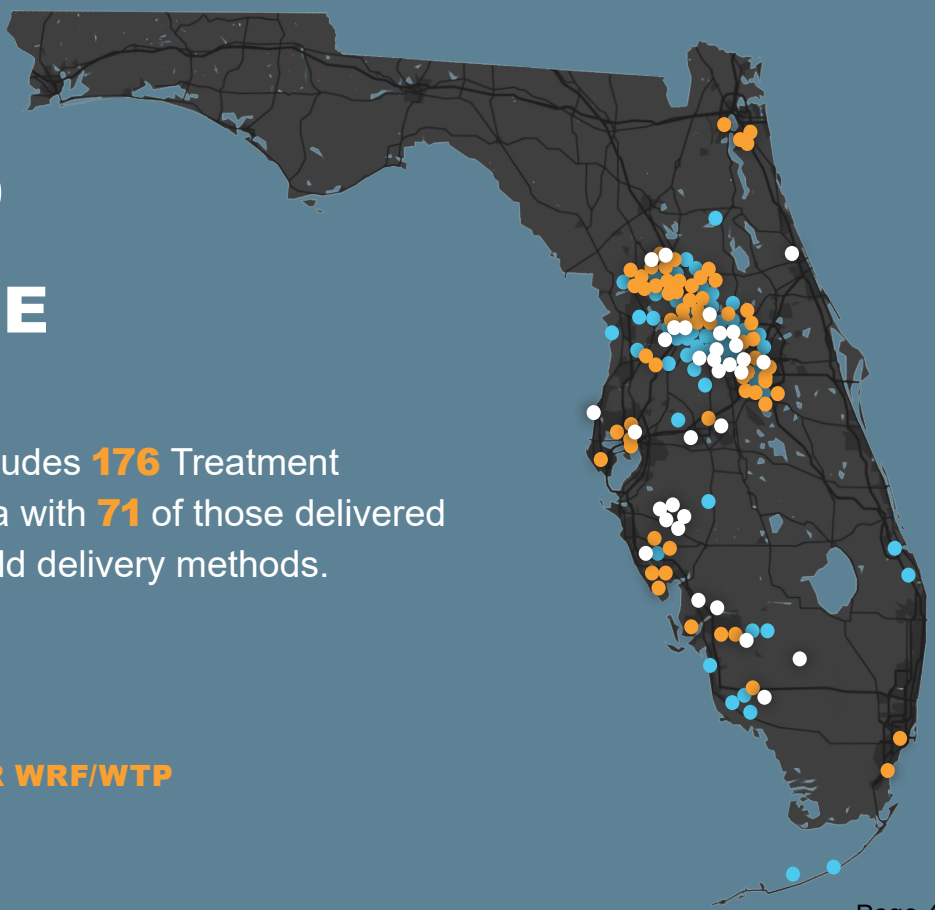
Through our experience, we have developed a streamlined and efficient CMAR management process to jointly make decisions in the best interest of the City and your project. Having completed numerous comparable projects nationwide, our experience has allowed us to perfect our project delivery approach and management processes to drive project schedules.

Below is a list of reference projects for which Garney constructed WRF improvements and BNR facilities which are similar to this project for the City. *Project profiles for each of the listed reference projects are on the following pages.*

- **Gibson Place Utility Company WWTP #1 (PDB)**
- **Lake Marion WRF Replacement and Expansion (CMAR)**
- **Apopka Water Reclamation Facility Expansion (CMAR)**
- **Northwest Regional Water Reclamation Facility (NWRWRF) Expansion (DB)**
- **Southwest Water Reclamation Facility (CMAR)**

GARNEY'S UNRIVALED FLORIDA EXPERIENCE

Garney's experience includes **176** Treatment Plants throughout Florida with **71** of those delivered via CMAR or Design-Build delivery methods.



- **WRF**
- **WTP**
- **Design-Build or CMAR WRF/WTP**

LAKE MARION WRF REPLACEMENT AND EXPANSION (CMAR)

Kissimmee, Florida



PROJECT DESCRIPTION

This CMAR project consisted of the replacement and expansion of the existing Lake Marion Water Reclamation Facility to a 3 MGD facility located on a 65.2-acre site. The project began with preconstruction services including budget estimates at 30%, 60%, 90%, and a GMP at 100% design; early out procurement packages allowed for early purchase of long-lead equipment which prevented delays associated with equipment deliveries, and constructability reviews which incorporated changes into the bid package drawings.

The scope of work included demolition of the pretreatment structure, flow equalization basin, steel tank package plant process components, traveling bridge filters, chlorine contact tank, and existing and abandoned pipe; the installation of a new pretreatment (headworks) structure, two biological nutrient removal (BNR) trains, three BNR blowers and air piping diffusers, chemical feed facilities, two secondary clarifiers 97' in diameter, two disk filters and chlorine contact basin; construction of a 3.5 MG D110-13 Type II pre-stressed aboveground concrete water storage tank and a 2.1 MG HDPE lined earthen reservoir (reject pond); and construction of a RAS/WAS submersible pump station with three pumps and a reuse pump station. Also included the installation of 523 LF of 24" PVC pressure reclaimed waterline, 494 LF of 8" and 16" PVC sanitary force main, and 581 LF of 4" to 36" RCP and PVC stormwater pipe; as well as lighting and air handling for the electrical buildings, emergency backup generator, new administration building, site work, paving, and dewatering.

Garney worked with the plant staff to ensure the existing plant remained in operation with no stop in service while starting up the new plant and switching over the flows, in addition to redesigning all the pipe tie-ins to eliminate any shutdowns.



Delivery Method: CMAR

Start Date: February 2017

Completion Date: March 2020

Cost (Original / Final):
$28,964,517 / $28,964,517

Current Phase: Completed

KEY TEAM MEMBERS INVOLVED:

- **Eric Wagner –** Director
- **Tom Manning, PE –** Project Manager
- **Adam Corn, DBIA –** Preconstruction Manager
- **Ryan Smith, CSP –** Safety Manager
- **Mike Parrish –** Senior Estimator

OWNER REFERENCE

Toho Water Authority
Lan Zhou
(407) 944-5027
lzhou@tohowater.com

PROJECT ENGINEER

WSP USA
Tom Perusits, PE
(407) 587-7832
Tom.Perusits@wsp.com

GIBSON PLACE UTILITY COMPANY WWTP #1 (PROGRESSIVE DESIGN-BUILD)

Sumterville, Florida





PROJECT DESCRIPTION

Gibson Place Utility Company serves a growing population of The Villages in Florida in need of additional wastewater treatment capacity. This project includes design and construction of a greenfield treatment plant planned to have an initial 2 MGD capacity with provision for expansion to 4 MGD.

The preconstruction phase includes engineering design, geotechnical investigation, permitting, and site plan preparation. Construction includes a headworks and mechanical screening, odor control, surge tank, two Ovivo oxidation ditches, splitter box, two secondary clarifiers, RAS/WAS pump station, disc filters, sludge holding tanks, chlorine gas disinfection, belt filter press for sludge dewatering, reject water holding pond and pump station, reclaimed water pre-stressed ground storage tank, effluent pump station, and rapid infiltration basins. Additional work includes construction of an administration/electrical building, electrical and instrumentation, a generator, yard piping, and an onsite stormwater system. Arnett Environmental, LLC is the representative for Gibson Place Utility Company.

Delivery Method: Progressive Design-Build

Start Date: September 2020

Completion Date: August 2025

Cost (Original / Final): $49,439,435 / $49,439,435

Current Phase: In Construction

KEY TEAM MEMBERS INVOLVED:

- **Eric Wagner –** Preconstruction Manager
- **Tom Manning, PE –** Project Manager
- **Jakson Little –** Project Engineer
- **Ryan Smith, CSP –** Regional Safety Manager
- **Anthony Myers –** Superintendent

OWNER REFERENCE

Vikus Water
Trey Arnett, PE
(352) 753-4747
Trey.Arnett@arnettenvironmental.com

PROJECT ENGINEER

Halff Associates
Rob Ern, PE, DBIA
352-557-9220
rern@halff.com

SOUTHWEST WATER RECLAMATION FACILITY (CMAR)

North Port, Florida



PROJECT DESCRIPTION

This new greenfield 2.0 MGD WRF was designed to service home and commercial development for the West Villages development area in North Port, Florida. The project included a preconstruction services phase consisting of value engineering and constructability reviews, cost estimates, a phasing and sequencing plan, bid package preparation, and providing GMP proposals.

Garney crews mobilized to clear and prepare the site for construction after 100% design drawings were issued. Garney also performed a VE analysis which identified savings of $448,180 that was returned to the Owner, including changes to structural, electrical, and an ODP of process equipment which created tax savings.

The construction phase included a new 2.0 MGD wastewater reclamation facility on a 17-acre site that consisted of a fine bubble flexible membrane aeration diffuser with high-speed turbo blowers, chemical feed facilities, two 65' secondary clarifiers, aerobic course bubble diffuser, sodium hypochlorite disinfection, grit facilities, headworks, submersible mixers, odor control system, two deep bed filters, a 2.0 MG pre-stressed concrete Reject Storage tank, three ponds, and a centrifuge solids dewatering system.

Also included clearing and grading the existing site, stormwater infrastructure, a 12" HDPE carrier pipe for the HDD under US-41 for 204 LF that connected the existing force main to the new influent force main, the installation of 1,000 LF of 12" and 24" C900 PVC sanitary sewer pressure pipe, 3,000 LF of 8" C900 PVC waterline for the onsite fire hydrants, 10,040 LF of 12" C900 PVC reclaimed watermain, electrical and controls, and paving.



Delivery Method: CMAR

Start Date: October 2017

Completion Date: March 2022

Cost (Original / Final):
$38,114,163 / $40,456,889*

Current Phase: Completed

KEY TEAM MEMBERS INVOLVED:

- **Eric Wagner –** Director
- **Mike Parrish –** Senior Estimator
- **Ryan Smith, CSP –** Safety Manager

OWNER REFERENCE

West Villages Improvement District
Brad Soule
(941) 999-4822
Brad.Soule@mattamycorp.com

PROJECT ENGINEER

Kimley-Horn and Associates, Inc.
Ashley Miele, PE
941-379-7616
ashley.miele@kimley-horn.com

* *The change orders were for weather delays, value engineering deductions, miscellaneous scope modifications, and the remaining contingency and allowances.*

APOPKA WATER RECLAMATION FACILITY EXPANSION (CMAR)

Apopka, Florida



PROJECT DESCRIPTION

A growing population coupled with an FDEP Consent Decree changing the reclaim water compliance requirements, was cause for a plant-wide upgrade. Including expanding the capacity from 4.5 MGD to 8.0 MGD AADF while treating sewage and providing public access reclaimed water to its service area. Expansion to the WRF occurred in two phases. The East Plant Improvements, which included the construction of a new 8.0 MGD AADF advanced secondary treatment plant, and the West Plant Improvement, which included improvements to the existing WRF facilities including converting the existing Walker Process Package Plant into an anoxic basin, modifying the existing advanced secondary treatment plant and rerating it to a 3.0 MGD AADF capacity.

The Garney team recommended an ODP of $16M worth of equipment which created $1M in tax savings. In addition, VE ideas generated created $3M worth of savings that were incorporated as added project scope.

In terms of financing, the City received a Federal grant from the Florida Water Management District for $3M toward the expansion, in addition to the $66M State Revolving Fund loan that the City was approved for.

Construction included a headworks, odor control system, chemical feed facilities, aeration, submersible mixers, secondary clarifiers, belt filter press dewatering systems, RAS/WAS pumping facilities, an influent lift station, an EQ pump station, chlorine contact basin, three transfer pump stations, media filter system, rotary drum thickeners, bar screen and grit removal equipment, and various other miscellaneous components. The work required MOPOs which was primarily handled by the plant operators with assistance from the Garney team during the start-up of the west side of the project.



Delivery Method: CMAR

Start Date: February 2016

Completion Date: September 2018

Cost (Original / Final): $62,283,343 / $62,283,343

Current Phase: Completed

KEY TEAM MEMBERS INVOLVED:

- **Eric Wagner –** Preconstruction Manager
- **Mike Parrish –** Estimator
- **Ryan Smith, CSP –** Regional Safety Manager
- **Anthony Myers –** Superintendent

OWNER REFERENCE

City of Apopka, FL
Glen Brooks
(407) 703-1731
gbrooks@apopka.net

PROJECT ENGINEER

Tetra Tech, Inc.
Daniel Allen, PE
(407) 839-3955
daniel.allen@tetratech.com

NORTHWEST REGIONAL WATER RECLAMATION FACILITY EXPANSION (DESIGN-BUILD)

Tampa, Florida



Client: Hillsborough County, FL

Engineer: Tetra Tech, Inc.



Delivery Method: Design-Build

Start Date: April 2016

Completion Date: September 2020

Cost (Original / Final): $193,175,506 / $186,859,473*

Current Phase: Completed

PROJECT DESCRIPTION

Consolidated wastewater treatment operations project that required the expansion of the current 10 MGD WWTP to 25 MGD. The existing facilities were abandoned and the flows were transferred to the Northwest Regional Water Reclamation Facility.

This design-build project began with a preconstruction phase involving completing the design documents, securing multiple permitting agency approvals, constructability reviews, and VE. The Garney-Wharton Smith Joint Venture team led a multi-day VE workshop with the County and third party to develop a number of innovative ideas and cost-saving recommendations that amounted to $11.7M which was put back into the project in the form of additional scope including a 6-megawatt (MW) natural gas turbine generator, two 5 MG reclaim water steel ground storage tanks, and pre-construction services for a future administration building.

Construction included sodium hypochlorite chemical feed facilities, six biological nutrient removal (BNR) trains within a 343' x 351' cast-in-place oxidation basin including submersible mixers and aerators, four 130' secondary clarifiers, four aboveground 5 MG water tanks including two D110 Type II concrete tanks and two steel tanks, conventional deep bed media filtration, grit pumps and washers, hydrocones, headworks screening, EQ basins, chlorine contact chambers, electrical buildings, and odor control systems. Also included twenty 48" manholes, 10 MGD of bypass pumping for tie-ins, dewatering, two 5 MG D110 Type II prestressed concrete aboveground reclaim water storage tanks, two 5 MG steel aboveground reclaim water storage tanks, and public relations.

KEY TEAM MEMBERS INVOLVED:

- **Eric Wagner –** Preconstruction Manager
- **Mike Parrish –** Estimator
- **Ryan Smith, CSP –** Regional Safety Manager
- **Anthony Myers –** Superintendent

REFERENCE

Hillsborough County, FL
George Cassady
(813) 209-3009
cassadyg@hillsboroughcounty.org

PROJECT ENGINEER

Tetra Tech, Inc.
Kevin Friedman
(407) 480-3920
Kevin.Friedman@tetratech.com

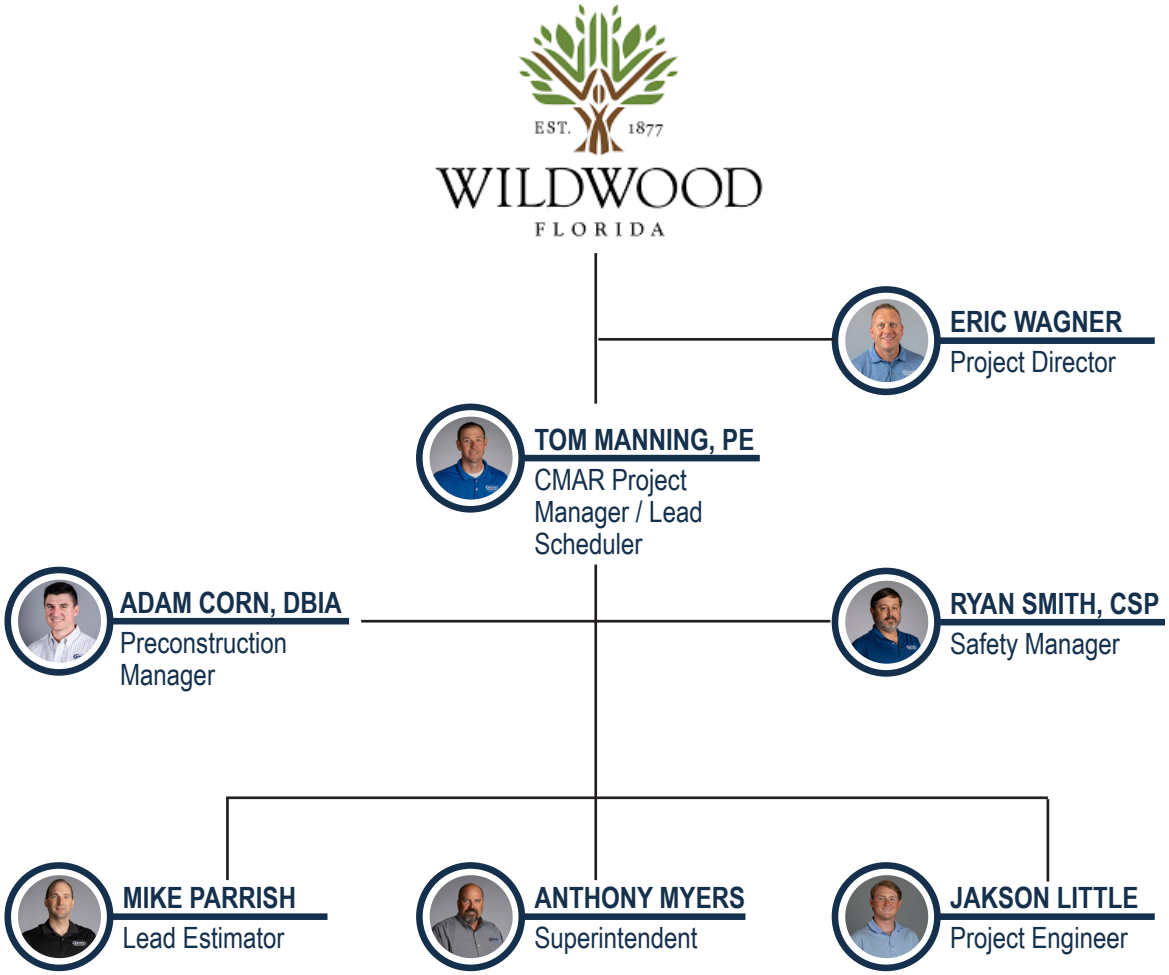
* *$6.3M in unused contingencies was returned to the Owner upon completion of the project.*

B. PROJECT TEAM

B1.–B2. PROJECT TEAM + ORGANIZATIONAL CHART

Garney assembled this team for your project specifically for their abundant CMAR experience, as well as experience working together to develop, manage, and deliver successful projects. *Resumes of our proposed key personnel are included beginning on page 3-9.*

- **Eric Wagner – Project Director**
- **Ryan Smith, CSP – Safety Manager**
- **Tom Manning, PE – CMAR Project Manager / Lead Scheduler**
- **Adam Corn, DBIA – Preconstruction Manager**
- **Jakson Little – Project Engineer**
- **Mike Parrish – Lead Estimator**
- **Anthony Myers – Superintendent**



B3. GARNEY'S KEY PERSONNEL BY SKILL GROUP

Garney has 2220+ employee owners nationwide, 300+ of them being in Florida.

The total number of our key personnel by skill group is listed in the table.

SKILL GROUP TITLE	NUMBER
Estimators	31
Project Engineers	189
Superintendents	230
Project Managers	193
Craft and Foremen	1,360
Schedulers	3
Safety Managers / Quality Control	32
Administrators	132
Officers and Senior Leadership	44

CITIES OF RESIDENCE

All of our proposed key team members live in the area, as shown on the map to the right. Our local office is also located in Winter Garden, FL, providing the City a local team dedicated to this project.

LEESBURG, FL
Eric Wagner
Project Director

Jakson Little
Project Engineer

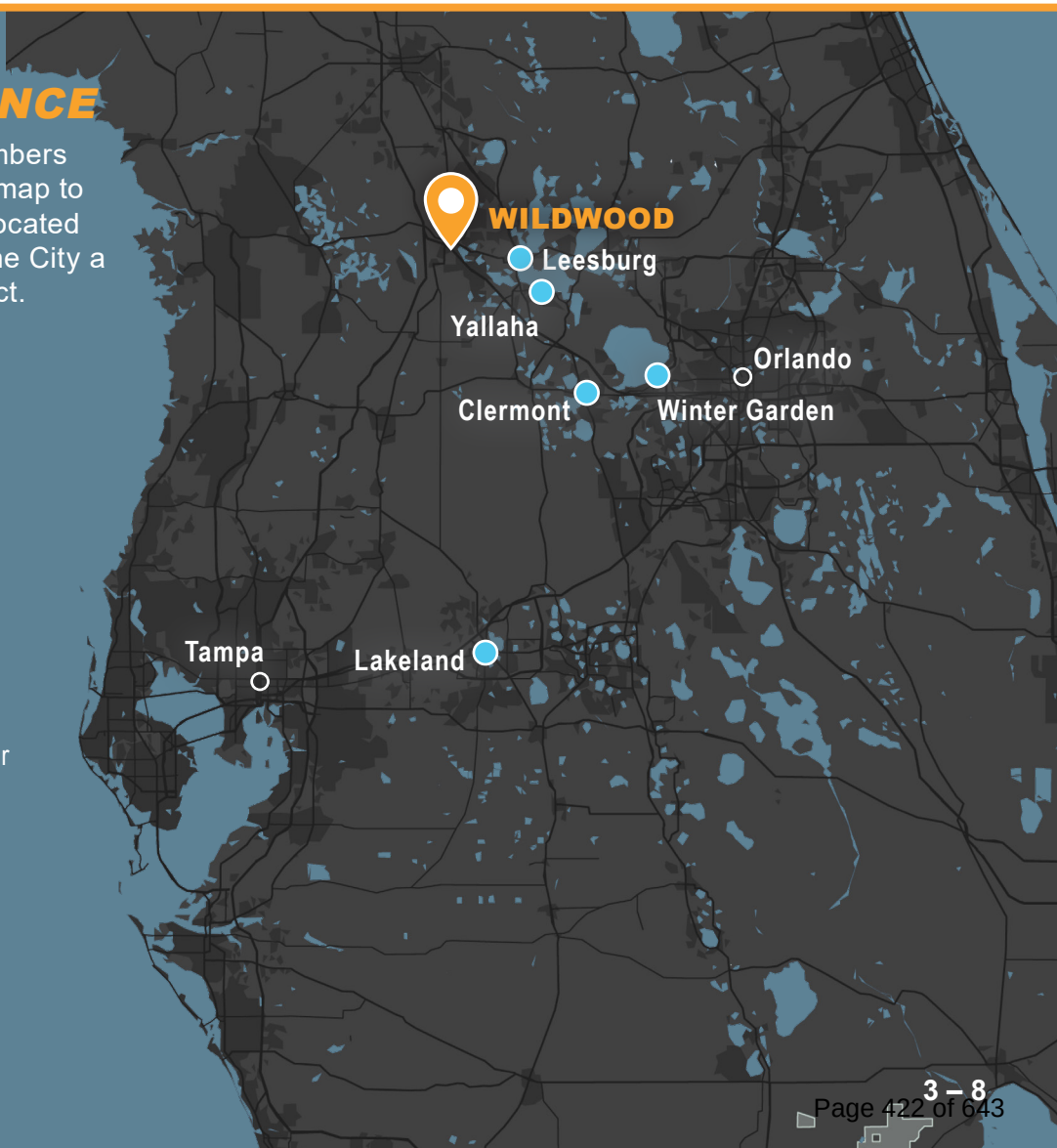
LAKELAND, FL
Adam Corn, DBIA
Preconstruction Manager

CLERMONT, FL
Tom Manning, PE
CMAR Project Manager / Lead Scheduler

Ryan Smith, CSP
Safety Manager

Mike Parrish
Lead Estimator

YALLAHA, FL
Anthony Myers
Superintendent



Eric Wagner

Project Director

Eric has spent his entire professional career in the industry. As a Project Manager, Eric possessed the ability to manage the construction of water and wastewater treatment projects, including challenges of safety, schedule, client relations, tie-ins of existing facilities without interruption to service, facility start-up, testing, and demonstration testing. In 2022, Eric transitioned to Director of Plant Operations for the Southeast. As Project Director, Eric will ensure the team has the resources and manpower to complete the project on schedule and meeting the project goals and objectives while monitoring compliance to overall quality and safety standards.



Garney Experience: 19 years
Industry Experience:24 years

Education:
University of Akron, OH, BS in Civil Engineering

Registrations/Certs:
OSHA Competent Person - Confined Space, Crane Safety, Fire Protection, Lockout/ Tagout, Man Lift Safety, and Rigging Safety

PROJECT EXPERIENCE:

★ **APOPKA WATER RECLAMATION FACILITY EXPANSION (CMAR)**

CITY OF APOPKA, FL // *$62,283,343*

PRECONSTRUCTION MANAGER: Expansion of the existing WRF to 8.0 MGD that included a new headworks, odor control system, chemical feed facilities, aeration/anoxic basin, submersible mixers, secondary clarifiers, dewatering systems, RAS/WAS pumps, influent lift station, EQ pump station, chlorine contact basin, media filter system, aerobic digester, paddle dryer facility, reject pond lining, and electrical MCC buildings. Also included improvements to existing facilities consisting of converting the existing Walker Process Package Plant into an anoxic basin, modifying the existing advanced secondary treatment plant, and rerating it to a 3.0 MGD capacity.

★ **GIBSON PLACE UTILITY COMPANY WWTP #1 (PROGRESSIVE DESIGN BUILD)**

GIBSON PLACE UTILITY, CO., LLC // *$49,439,435*

PROJECT DIRECTOR: Preconstruction includes design, geotechnical, permitting, and site plan preparation. Construction includes headworks and mechanical screening, odor control, surge tank, oxidation ditches, splitter box, secondary clarifiers, RAS/WAS pump station, disc filters, sludge holding tanks, chlorine gas disinfection, belt filter press, reject pond and pump station, reclaimed water storage tank, effluent pump station, and rapid infiltration basins. Additional work includes an administration building, generator, yard piping, and a stormwater system.

★ = REFERENCE PROJECT

SOUTHWEST WATER RECLAMATION FACILITY (CMAR)

CITY OF NORTH PORT, FL // *$40,456,889*

DIRECTOR: Construction of a new 2.0 MGD WWRF that consisted of a membrane diffuser with turbo blowers, chemical feed facilities, two secondary clarifiers, aerobic course bubble diffuser, sodium hypochlorite disinfection, grit facilities, headworks, submersible mixers, odor control system, two deep bed filters, a 2.0 MG Reject Storage tank, ponds, and a centrifuge solids dewatering system. Included stormwater infrastructure, a 12" HDPE carrier pipe for the HDD for 204 LF, 1,000 LF of 12" and 24" PVC sewer pressure pipe, 3,000 LF of 8" PVC waterline for the fire hydrants, electrical and controls, and paving.

LAKE MARION WRF REPLACEMENT AND EXPANSION (CMAR)

TOHO WATER AUTHORITY // *$28,964,517*

DIRECTOR: Demolition of the pretreatment structure, EQ basin, clarifier components, filters, chlorine contact tank, and pipe. Installation of a new headworks, chemical feed facilities, secondary clarifiers, disk filters and chlorine contact basin, and BNR trains, blowers, and air piping diffusers; construction of a concrete water storage tank and an HDPE lined earthen reservoir; construction of a RAS/WAS submersible pump station and a reuse pump station; and lighting and air handling for the electrical buildings, emergency backup generator, site work, paving, and dewatering.

NORTHWEST REGIONAL WATER RECLAMATION FACILITY EXPANSION (DESIGN-BUILD)

HILLSBOROUGH COUNTY, FL // *$186,859,473*

PRECONSTRUCTION MANAGER: Expansion of existing 10 MGD WRF to 30 MGD, construction of headworks screening with grit removal hydrocones, 3.4 MG equalization structure, BNR trains within a cast-in-place oxidation basin, secondary clarifiers, sodium hypochlorite and sodium bisulfite chemical feed facilities, conventional deep bed media filtration cells, chlorine contact chambers, four aboveground 5 MG water storage tanks, odor control systems, RAS, WAS, and effluent and reclaim pumping stations. Included full electrical and SCADA implementation, yard piping, sanitary collection structures, dewatering systems, and multiple pumped bypasses for tie-ins. This project was a joint venture with partner Wharton-Smith Inc.

BEE RIDGE WATER RECLAMATION FACILITY EXPANSION & CONVERSION TO ADVANCED WATER TREATMENT (CMAR)

SARASOTA COUNTY FLORIDA // *$253,714,966*

DIRECTOR: Expansion of the existing 12 MGD plant to 18 MGD and treatment process upgrade from advanced secondary for public access reuse to advanced wastewater treatment. The scope consists of headworks and grit removal, flow EQ basins, biological process basins, MBR basins, chemical storage and feed facilities, reclaimed water distribution pumping system and tank, sludge holding tank with blowers, administration building, and electrical/blower building. Additional upgrades include drain and pumping systems, generators, two stormwater ponds, and demolition of existing facilities. All work to be completed while the existing plant is in operation using bypass pumping.

SOUTHWEST WATER RECLAMATION FACILITY (WRF) EXPANSION PROJECT (CMAR)

JEA // *$114,220,667*

DIRECTOR: Expansion of an existing 14 MGD water reclamation facility to 18 MGD. The anticipated improvements include a headworks, BNR train, two secondary clarifiers with RAS and WAS pumping, tertiary filtration system, removal and replacement of existing UV disinfection, expansion of the post aeration system, and the effluent pump station, and an operations and maintenance building. Additional work includes electrical and instrumentation, sludge holding tank aeration/mixing system modifications, outfall improvements, yard piping, electrical, grading, driveways/parking, landscaping, and stormwater facilities.

Tom Manning, PE

CMAR Project Manager / Lead Scheduler

Tom has worked in the environmental construction industry for his entire career. Since joining Garney, he has been involved in a wide range of water and wastewater treatment plant renovations and expansions, many of which involving state-of-the-art membrane technology. He has been a Senior Project Manager at Garney for over a year. As CMAR Project Manager / Lead Scheduler, Tom's responsibilities include daily management of operations in the field, client engagement, material procurement and approval, submittal development and management, site preparation, subcontractor management and documentation, scheduling deliveries, and attending progress meetings. He also oversees project administrative duties, including all safety and quality documentation.



Garney Experience: 20 years
Industry Experience:22 years

Education:
University of Alabama, BS in Civil Engineering

Registrations/Certs:
SC Professional Engineer (P.E.) 26557
OSHA 30-Hour
OSHA Competent Person - Confined Space, Scaffolding, and Trenching & Excavation

PROJECT EXPERIENCE:

★ GIBSON PLACE UTILITY COMPANY WWTP #1 (PROGRESSIVE DESIGN BUILD)

GIBSON PLACE UTILITY, CO., LLC // *$49,439,435*

PROJECT MANAGER: Preconstruction includes design, geotechnical, permitting, and site plan preparation. Construction includes headworks and mechanical screening, odor control, surge tank, oxidation ditches, splitter box, secondary clarifiers, RAS/WAS pump station, disc filters, sludge holding tanks, chlorine gas disinfection, belt filter press, reject pond and pump station, reclaimed water storage tank, effluent pump station, and rapid infiltration basins. Additional work includes an administration building, generator, yard piping, and a stormwater system.

★ LAKE MARION WRF REPLACEMENT AND EXPANSION (CMAR)

TOHO WATER AUTHORITY // *$28,964,517*

PROJECT MANAGER: Demolition of the pretreatment structure, EQ basin, clarifier components, filters, chlorine contact tank, and pipe. Installation of a new headworks, chemical feed facilities, secondary clarifiers, disk filters and chlorine contact basin, and BNR trains, blowers, and air piping diffusers; construction of a concrete water storage tank and an HDPE lined earthen reservoir; construction of a RAS/WAS submersible pump station and a reuse pump station; and lighting and air handling for the electrical buildings, emergency backup generator, site work, paving, and dewatering.

★ = REFERENCE PROJECT

WET WEATHER MONITORING & PUMPING SYSTEM

CITY OF LARGO, FL // *$38,912,084*

PROJECT MANAGER: Pumping improvements to seven City lift stations, included new wet wells, pumps, power supply, telemetry, and bypassing, installation of 77,000 LF of 12" to 30" force main, HDD, auger boring to cross FDOT and CSX rights-of-way, and reconstruction of a City roadway.

CHERRY POINT WATER RECLAMATION FACILITY EXPANSION

BEAUFORT-JASPER WATER & SEWER AUTHORITY // *$24,411,165*

PROJECT MANAGER: This project increased the plant capacity from 4.4 MGD to 7.5MGD and included the construction of bioreactor tank, a 100' secondary clarifier, RAS/WAS pump station, effluent structure, and 2,000 kW generator.

MINNEOLA WATER RECLAMATION FACILITY

CITY OF MINNEOLA, FL // *$11,055,029*

PROJECT ENGINEER: Included the construction of a pretreatment structure, disc filters, chlorine contact tank, sludge holding tank, sludge thickener and loading station, public access reuse storage tank, rapid infiltration basins, an operations and maintenance building, and two 70' clarifiers.

REEDY CREEK WASTEWATER TREATMENT PLANT EXPANSION

REEDY CREEK IMPROVEMENT DISTRICT // *$8,443,910*

PROJECT MANAGER: Two new 105' diameter cast-in-place Ovivo clarifiers, demolition of seven clarifiers, rehabilitation of an equalization basin using Fluidyne Jet Mixing System and CST flat aluminum covers, three 135 HP propeller pumps, seven submersible wastewater pumps, one 125 HP vertical turbine pump, four 600 HP horizontal split case pumps, one 125 HP horizontal split case pump, and 300 LF of 30" ductile iron gravity sewer main.

SOUTH BERMUDA WRF UPGRADES AND EXPANSION (CMAR)

TOHO WATER AUTHORITY // *$6,744,705*

PROJECT MANAGER: Demolition of the existing and construction of a new grit facility, construction of a new concrete clarifier and equipment, improvements to clarifiers 1-3 including new RAS/WAS pumps, installation of two new cloth disk filters and concrete splitter box, improvements to sodium hypochlorite building, and upgrades to all instrumentation and controls.

SOUTH BERMUDA WRF SCREEN ADDITION AND DIFFUSERS REPLACEMENT PROJECT (CMAR)

TOHO WATER AUTHORITY // *$3,535,100*

PROJECT MANAGER: Rehabilitation of the BNR basin headworks at the South Bermuda WRF including grit removal, demolition and replacement of existing diffusers, and installation of supports for aeration piping as well as replacement of gate actuators, installation of a 12 MGD manual bar screen, expansion and epoxy coating of the channel.

SEWWCA (NORTH) EFFLUENT PUMP STATION - PHASE 2 (DESIGN-BUILD)

SOUTHEAST WILDWOOD WATER CONSERVATION AUTHORITY // *$3,111,737*

SENIOR PROJECT MANAGER: Modification and rehabilitation of an existing effluent pump station including the replacement of three 300 hp vertical turbine pumps, valves/piping, precast electrical building, VFDs, electrical switchgear, and a generator. Included modifications to an existing reclaim water pond including an HDPE liner and new aeration system, as well as yard piping, paving, and minor civil work.

Adam Corn, DBIA

Preconstruction Manager

Adam's duties include construction coordination with the project superintendent, material procurement, and ensuring that all subcontractor work is effectively coordinated. He is also responsible for managing the job's administrative duties, for helping to maintain a high level of job quality, and for seeing each job through to completion on schedule and within budget.



Garney Experience: 14 years
Industry Experience: 13 years

Education:
University of Central Florida, BS in Civil Engineering

Registrations/Certs:
Design-Build Professional D-3735
Engineer-In-Training (E.I.T.)
OSHA 30-Hour
OSHA Competent Person - Crane Signal and Rigging
Young Professional Member of Design-Build Institute of America
Member of American Water Works Association
Member of Water Environment Federation

PROJECT EXPERIENCE:

★ LAKE MARION WRF REPLACEMENT AND EXPANSION (CMAR)

TOHO WATER AUTHORITY // *$28,964,517*

PRECONSTRUCTION MANAGER: Demolition of the pretreatment structure, EQ basin, clarifier components, filters, chlorine contact tank, and pipe. Installation of a new headworks, chemical feed facilities, secondary clarifiers, disk filters and chlorine contact basin, and BNR trains, blowers, and air piping diffusers; construction of a concrete water storage tank and an HDPE lined earthen reservoir; construction of a RAS/WAS submersible pump station and a reuse pump station; and lighting and air handling for the electrical buildings, emergency backup generator, site work, paving, and dewatering.

SOUTHEAST LOWER FLORIDAN AQUIFER (LFA) WELLFIELD PROJECT, PHASE 1 (CMAR)

POLK REGIONAL WATER COOPERATIVE // *$460,000,000*

PRECONSTRUCTION MANAGER: Consists of three sections including the construction of a wellfield with four 18" wells and raw water transmission main, the Southeast LFA Water Production Facility (SELFAWPF) with RO membranes and other facilities, and the installation of 66 miles of 6" through 42" finished water transmission mains.

SOUTHWEST WATER RECLAMATION FACILITY (WRF) EXPANSION PROJECT (CMAR)

JEA // *$114,220,667*

PRECONSTRUCTION MANAGER: Expansion of an existing 14 MGD water reclamation facility to 18 MGD. The anticipated improvements include a headworks, BNR train, two secondary clarifiers with RAS and WAS pumping, tertiary filtration system, removal and replacement of existing UV disinfection, expansion of the post aeration system, and the effluent pump station, and an operations and maintenance building. Additional work includes electrical and instrumentation, sludge holding tank aeration/mixing system modifications, outfall improvements, yard piping, electrical, grading, driveways/parking, landscaping, and stormwater facilities.

★ = REFERENCE PROJECT

REGIONAL WATER TREATMENT FACILITY AT YANKEE LAKE

SEMINOLE COUNTY, FL // *$40,183,950*

PROJECT ENGINEER: Construction of a raw water pump station and intake structure on piles, Kruger's Actiflo treatment process, chlorine contact basins, sludge gravity thickeners, sludge dewatering process, belt filter press, polymer systems, installation of a pig launcher and retrieval system, construction of a boat dock at the raw water pump station, underground piping from the pump station to the treatment facility, pre-engineered and pre-fabricated structures, electrical, HVAC, pre-stressed ground storage tank, and electronic perimeter fencing.

SOLIDS HANDLING FACILITY AT WESTERN WAKE WRF, CONTRACT 2

TOWN OF CARY, NC // *$27,781,495*

ASSISTANT PROJECT MANAGER: Installation of two Kruger BioCon dryers, construction of liquid sludge loading facilities, scum digester, belt filter press, cake pumping and storage, polymer storage and feed system, cake receiving, dried storage silos, and odor control facilities.

RIVER OAKS DIVERSION PROJECT (DESIGN-BUILD)

HILLSBOROUGH COUNTY, FL // *$27,472,682*

PRECONSTRUCTION MANAGER: New wastewater pump station consisting of four 385 hp pumps, two 140 hp jockey pumps, and two back-up diesel 475 hp pumps; force mains consisting of 17,840 LF of 30" to 36" DIP; relocation of the River Oaks outfall; demolition of the existing River Oaks AWWTP; installation of 10,020 LF of 20" DIP reclaimed waterline through residential areas; and associated site restoration, paving, sheet piling, excavation, trenchless installation, dewatering, and electrical.

SAN CARLOS PUMPING STATION REHABILITATION (PROGRESSIVE DESIGN-BUILD)

CITY OF TAMPA, FL // *$25,206,350*

PRECONSTRUCTION MANAGER: Replacement of all pumps, motors, pump discharge valves, electrical and control components, flow meters, and other equipment needed to restore station reliability and provide improved operation.

CONWAY WTP GAC & CHLORINE CONVERSION (CMAR)

ORLANDO UTILITIES COMMISSION // *$20,900,000*

PRECONSTRUCTION MANAGER: New facilities at an existing WTP to remove THM precursors and total organic carbon that include a GAC contactor facility, control building, and generators. The GAC contactor facility consists of fourteen vertical pressure contactors, vertical turbine pumps, and two backwash pumps; bridge crane; connective DIP piping; valves, instrumentation, and controls; and a sodium hypochlorite feed system and storage. The control building consists of a new structure to house electrical switchgear, a motor control center, VFDs, and a backup primary control room.

EASTERN REGIONAL WATER SUPPLY FACILITY (WSF) IMPROVEMENTS PHASE IIIA

ORANGE COUNTY UTILITIES // *$13,434,060*

PROJECT MANAGER: Improvements include a new masonry generator building, three 2000 KW generator sets with two fuel storage tanks and supply systems, new sodium hydroxide feed pumps for air quality control systems, six peristaltic hose pumps, additional water softeners and brine storage, and a new lift station.

SOUTH BERMUDA WRF UPGRADES AND EXPANSION (CMAR)

TOHO WATER AUTHORITY // *$6,744,705*

PRECONSTRUCTION MANAGER: Demolition of the existing and construction of a new grit facility, construction of a new concrete clarifier and equipment, improvements to clarifiers 1-3 including new RAS/WAS pumps, installation of two new cloth disk filters and concrete splitter box, improvements to sodium hypochlorite building, and upgrades to all instrumentation and controls.

Ryan Smith, CSP

Safety Manager

Ryan's experience includes roles as Estimator, Project Engineer, Project Manager, and Safety Manager on water and wastewater projects. As Safety Manager, Ryan oversees safety on various projects across the Eastern region and assists projects in understanding OSHA regulations and standards including OSHA compliance. This consists of inspecting and evaluating job site environments, equipment, and practices to comply with safety standards and government regulations. Ryan recommends measures to help protect workers on job sites from potentially hazardous work methods, processes, or materials. He also develops hazard control practices and programs including job-specific Site Safety Plans and Emergency Action Plans. Other duties include conducting safety training and educational programs and demonstrating proper use of safety equipment.



Garney Experience: 21 years
Industry Experience:22 years

Education:
Mississippi State University, BS in Civil Engineering

Registrations/Certs:
Certified Safety Professional CSP-31681
Confined Space Entry & Rescue
EM 385-1-1 40-Hour
OSHA 30-Hour
OSHA 40-Hour HAZWOPER
OSHA 500 Trainer Course
OSHA 510 Standards for Construction
OSHA Competent Person - Confined Space, Silica, Fall Protection, Scaffolding, and Trenching & Excavation
Member of American Society of Safety Engineers

PROJECT EXPERIENCE:

★ GIBSON PLACE UTILITY COMPANY WWTP #1 (PROGRESSIVE DESIGN BUILD)

GIBSON PLACE UTILITY, CO., LLC // *$49,439,435*

REGIONAL SAFETY MANAGER: Preconstruction includes design, geotechnical, permitting, and site plan preparation. Construction includes headworks and mechanical screening, odor control, surge tank, oxidation ditches, splitter box, secondary clarifiers, RAS/WAS pump station, disc filters, sludge holding tanks, chlorine gas disinfection, belt filter press, reject pond and pump station, reclaimed water storage tank, effluent pump station, and rapid infiltration basins. Additional work includes an administration building, generator, yard piping, and a stormwater system.

★ LAKE MARION WRF REPLACEMENT AND EXPANSION (CMAR)

TOHO WATER AUTHORITY // *$28,964,517*

SAFETY MANAGER: Demolition of the pretreatment structure, EQ basin, clarifier components, filters, chlorine contact tank, and pipe. Installation of a new headworks, chemical feed facilities, secondary clarifiers, disk filters and chlorine contact basin, and BNR trains, blowers, and air piping diffusers; construction of a concrete water storage tank and an HDPE lined earthen reservoir; construction of a RAS/WAS submersible pump station and a reuse pump station; and lighting and air handling for the electrical buildings, emergency backup generator, site work, paving, and dewatering.

★ = REFERENCE PROJECT

★ NORTHWEST REGIONAL WATER RECLAMATION FACILITY EXPANSION (DESIGN-BUILD)

HILLSBOROUGH COUNTY, FL // *$186,859,473*

REGIONAL SAFETY MANAGER: Expansion of existing 10 MGD WRF to 30 MGD, construction of headworks screening with grit removal hydrocones, 3.4 MG equalization structure, BNR trains within a cast-in-place oxidation basin, secondary clarifiers, sodium hypochlorite and sodium bisulfite chemical feed facilities, conventional deep bed media filtration cells, chlorine contact chambers, four aboveground 5 MG water storage tanks, odor control systems, RAS, WAS, and effluent and reclaim pumping stations. Included full electrical and SCADA implementation, yard piping, sanitary collection structures, dewatering systems, and multiple pumped bypasses for tie-ins. This project was a joint venture with partner Wharton-Smith Inc.

SOUTHEAST LOWER FLORIDAN AQUIFER (LFA) WELLFIELD PROJECT, PHASE 1 (CMAR)

POLK REGIONAL WATER COOPERATIVE // *$344,613,726*

REGIONAL SAFETY MANAGER: Consists of three sections including the construction of a wellfield with four 18" wells and raw water transmission main, the Southeast LFA Water Production Facility (SELFAWPF) with RO membranes and other facilities, and the installation of 66 miles of 6" through 42" finished water transmission mains.

BEE RIDGE WATER RECLAMATION FACILITY EXPANSION & CONVERSION TO ADVANCED WATER TREATMENT (CMAR)

SARASOTA COUNTY FLORIDA // *$253,714,966*

REGIONAL SAFETY MANAGER: Expansion of the existing 12 MGD plant to 18 MGD and treatment process upgrade from advanced secondary for public access reuse to advanced wastewater treatment. The scope consists of headworks and grit removal, flow EQ basins, biological process basins, MBR basins, chemical storage and feed facilities, reclaimed water distribution pumping system and tank, sludge holding tank with blowers, administration building, and electrical/blower building. Additional upgrades include drain and pumping systems, generators, two stormwater ponds, and demolition of existing facilities. All work to be completed while the existing plant is in operation using bypass pumping.

SOUTH BERMUDA WRF SCREEN ADDITION AND DIFFUSERS REPLACEMENT PROJECT (CMAR)

TOHO WATER AUTHORITY // *$3,535,100*

REGIONAL SAFETY MANAGER: Rehabilitation of the BNR basin headworks at the South Bermuda WRF including grit removal, demolition and replacement of existing diffusers, and installation of supports for aeration piping as well as replacement of gate actuators, installation of a 12 MGD manual bar screen, expansion and epoxy coating of the channel

HENRY CLAY DUFFIE WATER RESOURCE FACILITY (CMAR)

MOUNT PLEASANT WATERWORKS // *$61,924,444*

SAFETY MANAGER: Expanded facilities related to the headworks, influent pump station, screening and grit removal of raw influent, biological process basins (anoxic zones and aeration basins), odor control system, flow EQ tank, secondary clarification, process blowers and building, chlorine contact basins, sludge dewatering upgrades including a belt press, major electrical including new central power distribution center and generators, and SCADA systems.

Mike Parrish

Lead Estimator

Mike's experience includes many years of alternative delivery proposals and bids, such as Design-Build and CMAR. He has experience with design, drawing and constructability reviews, as well as involvement with value engineering processes, cost analysis, and documentation. Mike's responsibilities as Lead Estimator include managing the review and scoping of supplier/subcontractor bids, organizing value engineering and bid turnover meetings, maintaining solid relationships with subcontractors, engineers, and owners, and often preparing conceptual budgets for owners and engineers.



Garney Experience: 16 years
Industry Experience: 19 years

Education:
University of Florida, BS in Building Construction

Registrations/Certs:
FL Stormwater, Erosion & Sediment Control Inspector 23047
AGTEK Certified Training – Sitework 4D
First Aid & CPR Trained
OSHA 30-Hour Trained
OSHA Competent Person - Confined Space, Fall Protection, Scaffolding, and Trenching & Excavation

PROJECT EXPERIENCE:

★ APOPKA WATER RECLAMATION FACILITY EXPANSION (CMAR)

CITY OF APOPKA, FL // *$62,283,343*

ESTIMATOR: Expansion of the existing WRF to 8.0 MGD that included a new headworks, odor control system, chemical feed facilities, aeration/ anoxic basin, submersible mixers, secondary clarifiers, dewatering systems, RAS/WAS pumps, influent lift station, EQ pump station, chlorine contact basin, media filter system, aerobic digester, paddle dryer facility, reject pond lining, and electrical MCC buildings. Also included improvements to existing facilities consisting of converting the existing Walker Process Package Plant into an anoxic basin, modifying the existing advanced secondary treatment plant, and rerating it to a 3.0 MGD capacity.

★ GIBSON PLACE UTILITY COMPANY WWTP #1 (PROGRESSIVE DESIGN BUILD)

GIBSON PLACE UTILITY, CO., LLC // *$49,439,435*

REGIONAL SAFETY MANAGER: Preconstruction includes design, geotechnical, permitting, and site plan preparation. Construction includes headworks and mechanical screening, odor control, surge tank, oxidation ditches, splitter box, secondary clarifiers, RAS/WAS pump station, disc filters, sludge holding tanks, chlorine gas disinfection, belt filter press, reject pond and pump station, reclaimed water storage tank, effluent pump station, and rapid infiltration basins. Additional work includes an administration building, generator, yard piping, and a stormwater system.

★ = REFERENCE PROJECT

SOUTHWEST WATER RECLAMATION FACILITY (CMAR)

CITY OF NORTH PORT, FL // *$40,456,889*

SENIOR ESTIMATOR: Construction of a new 2.0 MGD WWRF that consisted of a membrane diffuser with turbo blowers, chemical feed facilities, two secondary clarifiers, aerobic course bubble diffuser, sodium hypochlorite disinfection, grit facilities, headworks, submersible mixers, odor control system, two deep bed filters, a 2.0 MG Reject Storage tank, ponds, and a centrifuge solids dewatering system. Included stormwater infrastructure, a 12" HDPE carrier pipe for the HDD for 204 LF, 1,000 LF of 12" and 24" PVC sewer pressure pipe, 3,000 LF of 8" PVC waterline for the fire hydrants, electrical and controls, and paving.

LAKE MARION WRF REPLACEMENT AND EXPANSION (CMAR)

TOHO WATER AUTHORITY // *$28,964,517*

SENIOR ESTIMATOR: Demolition of the pretreatment structure, EQ basin, clarifier components, filters, chlorine contact tank, and pipe. Installation of a new headworks, chemical feed facilities, secondary clarifiers, disk filters and chlorine contact basin, and BNR trains, blowers, and air piping diffusers; construction of a concrete water storage tank and an HDPE lined earthen reservoir; construction of a RAS/WAS submersible pump station and a reuse pump station; and lighting and air handling for the electrical buildings, emergency backup generator, site work, paving, and dewatering.

NORTHWEST REGIONAL WATER RECLAMATION FACILITY EXPANSION (DESIGN-BUILD)

HILLSBOROUGH COUNTY, FL // *$186,859,473*

REGIONAL SAFETY MANAGER: Expansion of existing 10 MGD WRF to 30 MGD, construction of headworks screening with grit removal hydrocones, 3.4 MG equalization structure, BNR trains within a cast-in-place oxidation basin, secondary clarifiers, sodium hypochlorite and sodium bisulfite chemical feed facilities, conventional deep bed media filtration cells, chlorine contact chambers, four aboveground 5 MG water storage tanks, odor control systems, RAS, WAS, and effluent and reclaim pumping stations. Included full electrical and SCADA implementation, yard piping, sanitary collection structures, dewatering systems, and multiple pumped bypasses for tie-ins. This project was a joint venture with partner Wharton-Smith Inc.

HENRY CLAY DUFFIE WATER RESOURCE FACILITY (CMAR)

MOUNT PLEASANT WATERWORKS // *$61,924,444*

SENIOR ESTIMATOR: Expanded facilities related to the headworks, influent pump station, screening and grit removal of raw influent, biological process basins (anoxic zones and aeration basins), odor control system, flow EQ tank, secondary clarification, process blowers and building, chlorine contact basins, sludge dewatering upgrades including a belt press, major electrical including new central power distribution center and generators, and SCADA systems.

BEE RIDGE WATER RECLAMATION FACILITY EXPANSION & CONVERSION TO ADVANCED WATER TREATMENT (CMAR)

SARASOTA COUNTY FLORIDA // *$253,714,966*

SENIOR ESTIMATOR: Expansion of the existing 12 MGD plant to 18 MGD and treatment process upgrade from advanced secondary for public access reuse to advanced wastewater treatment. The scope consists of headworks and grit removal, flow EQ basins, biological process basins, MBR basins, chemical storage and feed facilities, reclaimed water distribution pumping system and tank, sludge holding tank with blowers, administration building, and electrical/blower building. Additional upgrades include drain and pumping systems, generators, two stormwater ponds, and demolition of existing facilities. All work to be completed while the existing plant is in operation using bypass pumping.

Jakson Little

Project Engineer

Jakson started in the construction industry in 2017 working as an intern while attending Mississippi State University to receive a Mechanical Engineering degree. After graduating, Jakson joined Garney full time as a Project Engineer. His responsibilities include submittal review, plan and specification review, project permits and compliance enforcement, project administration, subcontractor coordination, cost management, submittal coordination, submittal of requests for information (RFIs), and preparation of estimates.



Garney Experience: 4 years
Industry Experience: 6 years

Education:
Mississippi State University,
BS in Mechanical Engineering

Registrations/Certs:
Hazard Communication/MSDS
OSHA Competent Person - Trenching & Excavation

PROJECT EXPERIENCE:

★ **GIBSON PLACE UTILITY COMPANY WWTP #1 (PROGRESSIVE DESIGN BUILD)**

GIBSON PLACE UTILITY, CO., LLC // *$49,439,435*

PROJECT ENGINEER: Preconstruction includes design, geotechnical, permitting, and site plan preparation. Construction includes headworks and mechanical screening, odor control, surge tank, oxidation ditches, splitter box, secondary clarifiers, RAS/WAS pump station, disc filters, sludge holding tanks, chlorine gas disinfection, belt filter press, reject pond and pump station, reclaimed water storage tank, effluent pump station, and rapid infiltration basins. Additional work includes an administration building, generator, yard piping, and a stormwater system.

P-193 WATER TREATMENT PLANT REPLACEMENT

MARINE CORPS AIR STATION CHERRY POINT // *$50,383,049*

PROJECT ENGINEER: Construction of a new 6 MGD RO membrane water treatment plant and supporting WTP facilities. Includes raw water pump station and strainers, bypass filter building, a decarbonator and transfer pump station, operations and treatment building, clarifier and oxygen system, electrical building, generator, finished 0.75 MG concrete water tank, a concentrate line outfall to the Neuse River, and demolition of an existing building.

★ = REFERENCE PROJECT

CONWAY WTP GAC & CHLORINE CONVERSION (CMAR)
ORLANDO UTILITIES COMMISSION // *$20,900,000*
PROJECT ENGINEER: New facilities at an existing WTP to remove THM precursors and total organic carbon that include a GAC contactor facility, control building, and generators. The GAC contactor facility consists of fourteen vertical pressure contactors, vertical turbine pumps, and two backwash pumps; bridge crane; connective DIP piping; valves, instrumentation, and controls; and a sodium hypochlorite feed system and storage. The control building consists of a new structure to house electrical switchgear, a motor control center, VFDs, and a backup primary control room.

GIBSON PLACE UTILITY COMPANY WTP #2 (DESIGN-BUILD)
GIBSON PLACE UTILITY, CO., LLC // *$9,579,723*
PROJECT ENGINEER: Construction of an operations building, feed wells, vertical turbine pumps, forced draft aerators and blowers, 1 MG D110 Type I GST, chlorine gas, sulfuric acid, and biofilter for odor control. Additional work included dewatering, site drainage, electrical, and paving.

OZONE AT CONWAY WATER TREATMENT PLANT (CMAR)
ORLANDO UTILITIES COMMISSION // *$6,446,408*
PROJECT ENGINEER: Demolition of the existing fine bubble diffusion system in the ozone contact basins that were located within the existing clearwells and replacement with an ozone sidestream injection system that included a horizontal 36" pipeline flash reactor, pumps, injectors, and a gas flow control system. Electrical modifications were required to handle future electrical loads from the new equipment.

SANDHILL WRF TERTIARY DISK FILTRATION SYSTEM
TOHO WATER AUTHORITY // *$3,149,900*
PROJECT ENGINEER: Disk filter system expansion and effluent valve improvements included a concrete splitter box and gates, concrete structure for new disk filters, installation of disk filters and overhead bridge crane, stairs and grating, filter/backwash/drain piping, control panels, motor-operated valves, and electrical and instrumentation.

ELECTRICAL RELIABILITY AT CONWAY WATER TREATMENT PLANT (CMAR)
ORLANDO UTILITIES COMMISSION // *$2,000,000*
PROJECT ENGINEER: Installation of new generator and associated electrical work to improve reliability by upgrading the existing electrical systems that support Wells No. 4 and 5 so that it has an appropriately sized generator to back up its utility sources.

PREVIOUS EXPERIENCE:

MISCELLANEOUS PROJECTS FOR SOUTHERN NOVELTY COMPANY
SOUTHERN NOVELTY COMPANY //
MANUFACTURING ENGINEER INTERN: Responsibilities included mechanically adjusting machinery to improve process and production improvements.

MISCELLANEOUS PROJECTS FOR HERITAGE BUILDING CORPORATION
HERITAGE BUILDING CORPORATION //
PROJECT MANAGER INTERN: Responsibilities included managing painting subsidiaries, HVAC, plumbing, electrical, and concrete finishings, as well as budgeting remodels for move-in/out rental properties.

Anthony Myers

Superintendent

Anthony has been involved in the construction industry since 1990 with experience in bypass pumping, dewatering, and paving. He also has experience in installing and repairing sanitary force mains, sanitary gravity mains, waterlines, and pressure lines. As Superintendent, Anthony is responsible for supervising the job, ordering materials, maintaining equipment, ensuring safety on the job site, and coordinating with subcontractors for successful completion.



Garney Experience: 8 years
Industry Experience:33 years

Education:
N/A

Registrations/Certs:
FL Underground Utility Contractor CUC057247
OSHA 30-Hour
OSHA Competent Person - Trenching & Excavation, Crane Signal, and Rigging

PROJECT EXPERIENCE:

★ **APOPKA WATER RECLAMATION FACILITY EXPANSION (CMAR)**
CITY OF APOPKA, FL // *$62,283,343*
SUPERINTENDENT: Expansion of the existing WRF to 8.0 MGD that included a new headworks, odor control system, chemical feed facilities, aeration/anoxic basin, submersible mixers, secondary clarifiers, dewatering systems, RAS/WAS pumps, influent lift station, EQ pump station, chlorine contact basin, media filter system, aerobic digester, paddle dryer facility, reject pond lining, and electrical MCC buildings. Also included improvements to existing facilities consisting of converting the existing Walker Process Package Plant into an anoxic basin, modifying the existing advanced secondary treatment plant, and rerating it to a 3.0 MGD capacity.

★ **GIBSON PLACE UTILITY COMPANY WWTP #1 (PROGRESSIVE DESIGN BUILD)**
GIBSON PLACE UTILITY, CO., LLC // *$49,439,435*
SUPERINTENDENT: Preconstruction includes design, geotechnical, permitting, and site plan preparation. Construction includes headworks and mechanical screening, odor control, surge tank, oxidation ditches, splitter box, secondary clarifiers, RAS/WAS pump station, disc filters, sludge holding tanks, chlorine gas disinfection, belt filter press, reject pond and pump station, reclaimed water storage tank, effluent pump station, and rapid infiltration basins. Additional work includes an administration building, generator, yard piping, and a stormwater system.

★ **NORTHWEST REGIONAL WATER RECLAMATION FACILITY EXPANSION (DESIGN-BUILD)**
HILLSBOROUGH COUNTY, FL // *$186,859,473*
SUPERINTENDENT: Expansion of existing 10 MGD WRF to 30 MGD, construction of headworks screening with grit removal hydrocones, 3.4

★ = REFERENCE PROJECT

MG equalization structure, BNR trains within a cast-in-place oxidation basin, secondary clarifiers, sodium hypochlorite and sodium bisulfite chemical feed facilities, conventional deep bed media filtration cells, chlorine contact chambers, four aboveground 5 MG water storage tanks, odor control systems, RAS, WAS, and effluent and reclaim pumping stations. Included full electrical and SCADA implementation, yard piping, sanitary collection structures, dewatering systems, and multiple pumped bypasses for tie-ins. This project was a joint venture with partner Wharton-Smith Inc.

RIVER OAKS DIVERSION PROJECT (DESIGN-BUILD)

HILLSBOROUGH COUNTY, FL // *$27,472,682*

SUPERINTENDENT: New wastewater pump station consisting of four 385 hp pumps, two 140 hp jockey pumps, and two back-up diesel 475 hp pumps; force mains consisting of 17,840 LF of 30" to 36" DIP; relocation of the River Oaks outfall; demolition of the existing River Oaks Advanced Wastewater Treatment Facility; installation of 10,020 LF of 20" DIP reclaimed waterline through residential areas; and associated site restoration, paving, sheet piling, excavation, trenchless installation, dewatering, and electrical.

SAN CARLOS PUMPING STATION REHABILITATION (PROGRESSIVE DESIGN-BUILD)

CITY OF TAMPA, FL // *$25,206,350*

SUPERINTENDENT: Replacement of all pumps, motors, pump discharge valves, electrical and control components, flow meters, and other equipment needed to restore station reliability and provide improved operation.

GIBSON PLACE UTILITY COMPANY WTP #2 (DESIGN-BUILD)

GIBSON PLACE UTILITY, CO., LLC // *$9,579,723*

SUPERINTENDENT: Construction of an operations building, feed wells, vertical turbine pumps, forced draft aerators and blowers, 1 MG D110 Type I GST, chlorine gas, sulfuric acid, and biofilter for odor control. Additional work included dewatering, site drainage, electrical, and paving.

PERRY STREET INTERIM DIVERSION FACILITY EMERGENCY PROJECT (PROGRESSIVE DESIGN-BUILD)

CITY OF TAMPA, FL // *$5,226,989*

CIVIL SUPERINTENDENT: Installation of 9,900 LF of 20" PVC sanitary force main with 8,350 LF of the pipe installation via HDD connecting to an existing force main with a tapping sleeve and valve. Also requires 25 MGD of bypass pumping, dewatering, an effluent pump station, and paving.

REEDY CREEK LIFT STATION NO. 1

REEDY CREEK IMPROVEMENT DISTRICT // *$3,571,350*

SUPERINTENDENT: Construction of a new lift station by caisson construction methods with a cast-in-place wet well with valve vault, four 90 HP submersible pumps with the capacity to pump at 10 MGD, odor control system, monorail, trolley and hoist, generator, site work, electrical, two 35' deep sheeted coffer cells to install a 48" jack and bore casing, 30" PVC gravity sewer, and 20" fusible PVC pressure force main via horizontal directional drill.

FLAMINGO CROSSINGS LIFT STATION RELOCATION

REEDY CREEK IMPROVEMENT DISTRICT // *$867,782*

SUPERINTENDENT: Included installation of a new precast wet well and removal and relocation of all equipment and appurtenances, slide rail system sheet piling over 114", 120 LF of 18" PVC sanitary gravity main, 160 LF of 12" HDPE sanitary force main, 200 LF of 6" HDPE reclaimed waterline, and 100 LF of 6" PVC pressure line.

B5.–B6. PROJECT TEAM + KEY RELEVANCIES

A key strength of our team is our proposed team members' overlapping relevant experience together constructing Florida WWTPs. Over the past five years, all of our team members have worked together on wastewater facilities projects. We will leverage our established team synergies to work collaboratively.

PROJECT	KEY TEAM MEMBERS + ROLES	KEY RELEVANCIES TO WILDWOOD						
		Collaborative Delivery	3MGD or Greater	Headworks / Grit Structure	BNR Basin	Secondary Clarifiers	Chlorine Contact Basin	Electrical / I&C
Gibson Place Utility Company WWTP #1 (PDB)	✓ **Eric Wagner** – Project Director ✓ **Tom Manning, PE** – Project Manager ✓ **Ryan Smith, CSP** – Regional Safety Manager ✓ **Jakson Little** – Project Engineer ✓ **Anthony Myers** – Superintendent	●	●	●	●	●	●	●
Lake Marion WRF Replacement and Expansion (CMAR)	✓ **Eric Wagner** – Director ✓ **Tom Manning, PE** – Project Manager ✓ **Adam Corn, DBIA** – Preconstruction Manager ✓ **Ryan Smith, CSP** – Safety Manager ✓ **Mike Parrish** – Senior Estimator	●	●	●	●	●	●	●
Apopka WRF Expansion (CMAR)	✓ **Eric Wagner** – Preconstruction Manager ✓ **Mike Parrish** – Estimator ✓ **Anthony Myers** – Superintendent	●	●	●	●	●	●	●
NWRWRF Expansion (DB)	✓ **Eric Wagner** – Preconstruction Manager ✓ **Ryan Smith, CSP** – Regional Safety Manager ✓ **Anthony Myers** – Superintendent	●	●	●	●	●	●	●
Southwest Water Reclamation Facility (CMAR)	✓ **Eric Wagner** – Director ✓ **Ryan Smith, CSP** – Safety Manager ✓ **Mike Parrish** – Senior Estimator	●		●	●	●	●	●
Bee Ridge Water Reclamation Facility Expansion & Conversion to AWT (CMAR)	✓ **Eric Wagner** – Director ✓ **Ryan Smith, CSP** – Regional Safety Manager ✓ **Mike Parrish** – Senior Estimator	●	●	●	●	●	●	●

PROJECT	KEY TEAM MEMBERS + ROLES	KEY RELEVANCIES TO WILDWOOD						
		Collaborative Delivery	3MGD or Greater	Headworks / Grit Structure	BNR Basin	Secondary Clarifiers	Chlorine Contact Basin	Electrical / I&C
Southwest WRF Expansion Project (CMAR)	✓ **Eric Wagner** – Director ✓ **Ryan Smith, CSP** – Regional Safety Manager ✓ **Mike Parrish** – Senior Estimator ✓ **Adam Corn, DBIA** – Preconstruction Manager	●	●	●	●	●	●	●
Embassy Hills WWTP Rehabilitation and Improvements (CMAR)	✓ **Eric Wagner** – Preconstruction Manager ✓ **Tom Manning, PE** – Senior Project Manager ✓ **Mike Parrish** – Senior Estimator ✓ **Adam Corn, DBIA** – Preconstruction Support	●	●	●	●	●	●	●
South Bermuda WRF Upgrades and Expansion (CMAR)	✓ **Eric Wagner** – Director ✓ **Tom Manning, PE** – Project Manager ✓ **Mike Parrish** – Estimator ✓ **Adam Corn, DBIA** – Preconstruction Manager	●	●	●	●			
Parkway WRF Clarifier No. 2 Replacement (CMAR)	✓ **Eric Wagner** – Preconstruction Manager ✓ **Tom Manning, PE** – Project Manager ✓ **Ryan Smith, CSP** – Safety Manager ✓ **Mike Parrish** – Estimator ✓ **Adam Corn, DBIA** – Preconstruction Support	●				●	●	●

B7. PROJECT TEAM CONSULTANTS

We do not have any consultants on our proposed project team.



TAB 4

APPROACH TO THE ENGAGEMENT

TAB 4: APPROACH TO THE ENGAGEMENT

PROJECT UNDERSTANDING

Garney understands that improvements need to be made to the existing Wildwood WRF facility in order to address it's aging and failing equipment infrastructure as well as the increasing demand and capacity issues. The City has contracted with CPH Engineers for design services to evaluate the current facility and design improvements to increase capacity and upgrade the facility in order to produce an AWT effluent quality. The City has also decided to utilize the CMAR delivery method to partner with the City and CPH for this important critical project.

As your trusted CMAR partner, Garney intends to help guide the City with this process, provide VE services during design to drive schedule and cost savings, and have all phases of construction at final completion before the FDEP permit expires on January 22, 2027.

APPROACH TO PHASED IMPROVEMENTS WORK

Preconstruction: Garney plans to implement the following processes during preconstruction.

- Develop construction cost and schedule
- Work with CPH to develop construction documents
- Provide design recommendations and VE
- Provide estimated cost at 30%, 60%, and 75% documents
- Provide GMP at 90% documents
- Create master schedule
- Perform market research and study
- Designate and issue early-out equipment packages
- Familiarize ourselves with local permitting and regulatory requirements
- Select suppliers and subcontractors
- Manage Task/Action/Clarification log through preconstruction into construction

Construction: Construction will include all associated work to provide fully functional systems including but not limited to: mechanical, electrical & controls, emergency backup, sitework, and storm. Garney plans to implement the following processes during construction.

- Practice Garney's Safety and Health Process Manual
- Implement CMiC Construction Management Software to manage distribution of contract files and correspondence
- Obtain permits and coordinate associated inspections
- Update the City in monthly meetings, record, and distribute minutes
- Submit monthly owner updates with CPM schedule, as-builts, completion photos, and a description of completed work.
- Maintain as-builts in AutoCAD and supply the City and CPH with updated file monthly.
- Coordinate and develop detailed MOPO plans for approval
- Complete commissioning of a successfully operating facility meeting design performance and permit required compliances.

Phase 1 will include construction of the back end of the new WRF including new secondary treatment, filter process, tertiary treatment, and pumping. Phase 2 will include construction of the front end of the new WRF including the new primary treatment and lift station. Lastly, Phase 3 will include construction of the flow control systems, BNR treatment, existing plant conversion, dewatering, additional filtration, and additional secondary treatment.

Garney will work with the City in finding a way to supply the improvements with the available funding to include an operations building, reclaimed pumping and storage, additional BNR, additional filtration and tertiary treatment, and digestion.

PROBLEMS OR CONCERNS

Upgrading an aged facility will have the typical challenges that Garney commonly experiences and effectively mitigates on our projects. Some issues that we may face are described below:

Accuracy and Availability of Existing Plant As-Built Information

This will be mitigated by performing thorough investigations prior to ordering materials and starting construction.

Disruption of Plant Operations

We will plan and schedule maintenance of plant operations (MOPO) with the operations staff to eliminate disruption.

Concrete Frequency and Availability

Multiple large volume concrete placements are needed weekly to maintain project schedule on an extensive build such as this one. Industry standard for concrete dispatching is currently one to two weeks out. Garney has developed a well-established relationship with a local concrete supplier. Because of this relationship, the supplier is able to next-day schedule any volume of concrete that may be needed for this project.

Existing and New Plant Communication

Taking the existing SCADA application and applying new programming and graphics while maintaining operator comfort and user ability will have its challenges. Garney has abundant experience in successfully updating these systems through coordination with Bailey Engineering and different system integrators.

EQUIPMENT / MATERIAL SUPPLY CHAIN ISSUES

Following the industry-wide lead time increases in recent years, Garney has adjusted its processes and construction model to alleviate the negative impacts and continue to meet our customers' schedules. The key items that generally have substantial lead times include electrical equipment, PLC input/output cards, process equipment, Protecto 401-Lined ductile iron pipe, mechanical joint valves, electric motor actuators, and fabricated stainless steel piping.

With this knowledge, we have the following processes in place to reduce schedule impacts of long lead times.

- Designate and issue early-out equipment packages to reduce lead-time risk and secure less inflated prices.
- We have pre-negotiated terms and conditions with equipment suppliers to bypass any legal delays.
- Issue Letters of Intent to kick-start the submittal process prior to an approved GMP.
- An existing well-established relationship with Bailey Engineering to prioritize electrical drawing development to a design point and release electrical equipment early.
- Release valves and actuators based on P&IDs prior to 100% Drawing issuance.

MINIMIZING IMPACTS ON MOPO

Our team will coordinate with plant operations staff throughout preconstruction and construction activities to develop detailed MOPO plans. A detailed plan will be submitted for required tie-ins, shutdowns, and process changes to ensure existing operations are not impacted.

Garney plans to perform site investigation measures to fully understand connection points, layout, and conflicts for mechanical tie-ins; reduce frequency of shutdowns by consolidating mechanical and electrical shutdowns; use low flow time of year and time of day for scheduling; plan and prepare the plant in advance by maintaining low level EQ tanks to buffer flow during interference activities; include interference activities in CPM schedule for long-term notice; and include interference activities in three-week near-term schedules for short-term notice.

Before the new facility is completed, start-up plans will be coordinated with City operations to properly coordinate and plan initial start up activities and most importantly to transition flows from the existing facility to the new plant. Garney successfully completed this same scenario on the recent CMAR project for TOHO at the Lake Marion WRF project.

FUNDING EXPERIENCE

Garney understands the importance of the FDEP SRF loan programs are for wastewater/water treatment projects. We know the upfront paperwork required to comply with the FDEP's rules and regulations. Our team has delivered several SRF funded CMAR and collaborative delivery projects in Florida and grasps the process from start to finish. The Garney team will take a proactive approach to ensure project funding is secured and administered successfully.

Our team has built personal relationships with the individuals at the FDEP and will leverage these relationships on behalf of the City. We take full responsibility for ensuring loan compliance. This is done through submittal of accurate and on schedule deliverables to the FDEP, communication with the agency representatives, and ensuring the CMAR team is following all required protocols in accordance with state rules and regulations. Additionally, our payroll systems are configured to seamlessly manage these projects in compliance with Davis-Bacon wage D141 requirements. They also provide certified weekly payroll reports and can accommodate payroll compliance audits.

If not accounted for early in planning, extended lead times and increased costs for domestic products can drastically affect the schedule and budget. We have established relationships with several national manufacturers and distributors who supply certified domestic materials to eliminate this issue. Our team will ensure that Davis-Bacon wages, certified payroll, American Iron & Steel Provisions, and any M/WBE requirements are included in the planning, budgeting, and execution of the project and are committed to fulfilling all the SRF loan program requirements.

RECENT GARNEY SRF FUNDED PROJECTS IN FLORIDA

Project/Owner	Value	SRF Funded	Davis-Bacon	Buy American
Apopka WRF Expansion (CMAR) *City of Apopka, FL*	$62.3M	✓	✓	✓
Plant City WRF Expansion (CMAR) *City of Plant City, FL*	$44.0M	✓	✓	✓
Wet Weather Monitoring & Pumping System *City of Largo, FL*	$38.9M	✓	✓	✓
Airport WRF Phase 2 Improvements *Hernando County, FL*	$24.0M	✓	✓	✓
Glen WRF Expansion *Hernando County, FL*	$13.4M	✓	✓	✓
Duck Key WTP *Florida Keys Aqueduct Authority, FL*	$7.1M	✓	✓	✓
English Oaks FM Phase III *City of Lakeland, FL*	$6.1M	✓	✓	✓
Lake Wales WTF Rehab/Expansion *City of Lake Wales, FL*	$3.6M	✓	✓	✓
South WRF Digester Improvements Phase 2 *Orange County, FL*	$3.1M	✓	✓	✓



SRF SUCCESS STORY

Recently, Garney completed a $62M SRF funded WRF project for the City of Apopka. We purchased over $5M of domestic ductile iron pipe and stainless steel for the project. Garney's project management system and team is experienced in accurately providing SRF and FDEP auditors all the required reports and information validating that project material and labor is in compliance with SRF rules and regulations. The SRF Project Auditor stated he had not seen a project with such thorough AIS and Davis Bacon documentation.

GARNEY'S AVAILABILITY + RESOURCES

With Garney's extensive experience managing and executing CMAR projects in the Southeast, including Central Florida, we are uniquely positioned to tackle your Wildwood WRF BNR Improvements project. With our proven track record coupled with our local resources and relationships with key subcontractors, material suppliers, and equipment vendors, Garney can achieve the overall construction timeline of 730 days.

Success requires a holistic and integrated approach where all parties have a common goal and work as team to achieve that goal. The key for this project is a collaborative approach for both design and construction, which will require strong engagement, capacity, resources, and commitment from all parties, particularly Garney and CPH. We are confident that our relationship with CPH will prevail and that CPH's reputation of working with contractors and clients to achieve successful projects will be the one of the most important factors for success.

This project will require a joint approach from both CPH and Garney to develop and agree to a design/ preconstruction schedule and a commitment to meet the milestones to ensure project success and project completion by the January 22nd, 2027 date. The design of Phase 1, Phase 2, and Phase 3 will need to overlap in order for construction to progress sufficiently to meet the project timeline. The more each design phase can overlap and be complete on the front end the more construction will progress towards early completion. The construction of each phase will also overlap and require our team to work with each other. With Garney's current local work force, we can meet these demands, constraints, and requirements. Garney will also build contingencies into the schedule to help mitigate delays and any unforeseen conditions or challenges.

The overlapping and integrated design and construction phases will be challenging. Not all contractors can navigate through this complex layered approach—we can. Garney is fully equipped and prepared to confront, execute, and complete this project. ***We have a proven track record and history of successfully completing quality CMAR projects under budget and on schedule.***

Currently, we have about 40 craft personnel working in the surrounding area that are ready to transition to this project once construction NTP starts. The craft employee-owners are supported by the local management team proposed for this project. To put into perspective, this same project team is completing an almost identical project less than 20 miles from your project site. ***With the ongoing labor shortage in our market this is a tremendous benefit to the City providing reassurance you will have an experienced project team ready to partner with and complete your project***. Our management team is supported by more than 170 Florida field craft available to build your WRF BNR project.

Because our resources are local, we understand the regional working conditions and labor market, maintain strong and active relationships with the vendor community, and manage positive working relationships with local regulatory agencies and stakeholders. Each of these aspects contribute to smooth and efficient project execution. ***With that in mind, Garney is your ideal CMAR partner.***

A preliminary plan for the project is on the following page.

ID	Task Mode	Half 1, 2023	Half 2, 2023	Half 1, 2024	Half 2, 2024	Half 1, 2025	Half 2, 2025	Half 1, 2026	Half 2, 2026	Half 1, 2027	Half 2, 2027
		J M M	J S N	J M M	J S N	J M M	J S N	J M M	J S N	J M M	J S N
0											
1		10/13/23 Wildwood WRF BNR Improvements CMAR RFQ 2024-04							10/14/26		
2		1/2/24 Overall Project Design NTP & Duration				11/4/25					
3		10/15/24 Overall Project Construction NTP & Duration (730 days)							10/14/26		
4		10/13/23 CMAR Request For Qualifications 11/27/23									
9		11/27/23 Post Award - Master Contract Negotiations- Pre Task Order 1/2/24									
21		1/2/24 NTP 1 - Preconstruction		10/14/24							
24		1/3/24 *DESIGN* Design & Development - Task Order No. 2 - Phase 1 - Back End of New WRF		10/3/24							
73		10/4/24 GMP 1 & Execution of Task Order No. 2 (Phase 1)		10/14/24							
77		10/15/24 NTP 2 - Construction - Back End of New WRF				6/15/25					
80		10/16/24 *CONSTRUCTION* Phase 1 - Back End of New WRF (Task Order No. 2)				6/15/25					
162		7/23/24 *DESIGN* Design & Development - Task Order No. 3 - Phase 2 - Preliminary Treatment System (Headworks)				4/22/25					
211		4/21/25 GMP 2 & Execution of Task Order No. 3 (Phase 2)		4/29/25							
215		4/30/25 NTP 3 - Construction - Preliminary Treatment System (Headworks)				12/29/25					
218		5/1/25 *CONSTRUCTION* Phase 2 - Preliminary Treatment System (Headworks) (Task Order No. 3)				12/29/25					
265		2/10/25 *DESIGN* Design & Development - Task Order No. 4 - Phase 3 - New AWT BNR Biological Treatment System				11/4/25					
314		11/3/25 GMP 3 & Execution of Task Order No. 4 (Phase 3)		11/11/25							
318		11/12/25 NTP 4 - Construction - New AWT BNR Biological Treatment System				7/13/26					
321		11/13/25 *CONSTRUCTION* Phase 3 - New AWT BNR Biological Treatment System (Task Order No. 4)				7/13/26					
368		7/14/26 Schedule Contingency						10/14/26			
369		7/14/26 Unforeseen Issues, Production Challenges, Unanticipated Material Delays (~6 % of 730 days)						8/27/26			
370		8/28/26 Weather Days (17 per year)						10/14/26			



TAB 5

VALUE ENGINEERING, DESIGN SUPPORT, PROJECT SCHEDULING, PROJECT ESTIMATING, COST CONTROL, AND PROJECT COMMUNICATION

TAB 5: VALUE ENGINEERING, DESIGN SUPPORT, PROJECT SCHEDULING, PROJECT ESTIMATING, COST CONTROL, AND PROJECT COMMUNICATION

APPROACH TO PARTNERING

Garney's in-depth collaborative delivery experience has taught us that aligning expectations, open communication, and teamwork are the cornerstones to making the CMAR process successful. Our process starts with a Team Strategy/Partnering session where all key project stakeholders share their wants, needs, and concerns about the project and delivery method. This session will lay the foundation for building trust and establishing open lines of communication between all team members.

Our goal is simple—we want to be a trusted partner to the City and CPH to deliver a project that exceeds expectations and provides value, from our involvement during preconstruction and seamless transition and execution into construction.



PRINCIPLES OF PARTNERSHIP

True collaboration can only be achieved through these four principles. Our team will work in partnership with the City and CPH to foster these items throughout all phases of the project.

Garney will have teaming workshops with the City throughout the entire CMAR process, ensuring a shared sense of communication and collaboration among all team members. Our team will establish clear expectations with well-defined project deliverables, working collaboratively to build your vision, together.

Throughout preconstruction, several workshop meetings will be scheduled so that our estimators and constructability reviewers can meet face-to-face with the City and CPH to support partnering and increase efficiency of design development. Clear expectations and responsibilities of each party will be identified to assure a team mentality with the same objective is achieved. During the team workshop meetings, Garney will share its experience with lessons learned from past projects. Garney's experience with these systems will ensure a very thorough and comprehensive constructability and VE review. These workshops will identify, understand, prioritize, and update all preconstruction tasks.

The team will discuss and agree on a communication plan, project schedule, project-specific milestones, and progress tracking documentation, such as Decision and Action Log formats. The Decision and Action Logs will both be living documents, continually reviewed, and modified by the team to accept or reject items with the purpose of propelling the design development forward while monitoring budget impacts. If the design and/or scope is changed, we will apply cost/benefit analysis to the change so project budgets are maintained in real-time, allowing the City to adjust or maintain course.

INNOVATION AND VALUE ENGINEERING

As a leader in collaborative project delivery, Garney will bring creative and innovative solutions to the table through the constructability and VE review process. Our depth of experience building wastewater facilities ensures the City will achieve the best constructable design by eliminating issues that would cause costly delays during construction.

Preconstruction activities such as design reviews, constructability evaluations, and VE are activities that we incorporate into every project and are typically done simultaneously. Our CMAR team will draw upon our comprehensive experience in constructing upgrades, expansions, and/or greenfield wastewater facilities to provide practical solutions to the complex problems that sometimes develop. We will evaluate the unique components that are necessary for the project and identify potential ways to streamline the process. Garney will look for better design options, most cost-effective construction techniques, best materials, schedule advantages, MOPO, and operational benefits to maximize efficiency and reducing cost.

Based on Garney's CMAR and self-performance experience, our constructability reviews will provide input on any critical aspects during preconstruction. VE and constructability reviews will be conducted as an on-going process throughout the design and cost estimating preconstruction phase. ***Our team's prior experience together and company relationships will allow us to immediately dive into the details and needs of the project, and will promote a high degree of collaboration ensuring the knowledge of the design intent is carried through to construction.***

VALUE ENGINEERING SAVINGS | CMAR PROJECTS IN THE EAST

Project	Owner	Project Value	VE Savings
Southwest WRF Expansion Project (CMAR)	JEA, FL	$114,220,667	$1,245,000
Green Meadows WTP and Wellfield Expansion (CMAR)	Lee County Utilities, FL	$75,890,507	$1,500,000
Apopka WRF Expansion (CMAR)	City of Apopka, FL	$62,283,343	$4,000,000
Rifle Range Road WWTP Expansion (CMAR)	Mount Pleasant Waterworks, SC	$59,633,284	$8,710,784
Mark B. Whitaker WTP Filters 11-16 Installation (CMAR)	Knoxville Utilities Board, TN	$50,000,000	$7,637,854
Plant City WRF Expansion (CMAR)	City of Plant City, FL	$44,046,696	$4,100,000
Southwest WRF (CMAR)	City of North Port, FL	$38,114,163	$448,180
Doby Creek and Little Sugar Creek Tributary to Fairview Road Sanitary Sewer Improvements (CMAR)	Charlotte Water, NC	$30,068,328	$250,000
Lake Marion WRF Replacement and Expansion (CMAR)	Toho Water Authority, FL	$28,964,517	$1,582,000
Sugar Creek WWTP Reliability Improvements (CMAR)	Charlotte Water, NC	$23,499,728	$2,600,000
T.Z. Osborne WRF 56 MGD Upgrade - Package 3 (CMAR)	City of Greensboro, NC	$18,266,541	$1,200,000
Bartram/US 1 and Cecil Field Water Main Project (CMAR)	JEA, FL	$11,800,000	$430,000



FLORIDA VE SUCCESS STORY

Garney served as the CMAR on the Plant City WRF Expansion and was selected at the 60% design phase. Early in preconstruction, Garney suggested a radical change to the clarification technology and site layout which eliminated two phases of construction, limited impact to the existing facility, ***reduced the project duration by 12 months, and reduced the cost of the project by $4M.*** *Through these efforts, Garney was able to return more than $560,000 of contingency money to the City.*

VE PROTOCOLS // BENEFITS AND CHALLENGES OF CMAR IN DESIGN

VE PROTOCOLS

Garney's project management techniques, controls, programs, and technologies have resulted in a proven track record of meeting project deliverables, aggressive schedules, and budgets. Our ability to provide efficient coordination and continuous communication with the City and CPH is critical to the success of the project. Together, our team will establish procedures and protocols agreeable to all parties for reporting, communication, and administration early in the preconstruction phase. A project-first mentality is vitally important to realize the full benefits of the CMAR delivery method—meaning all stakeholders need to make sure every decision made is for the betterment of the project.

Workshops are a critical component to discuss all the pros and cons when it comes to reviewing key design decisions so that all the information is presented as it relates to cost and schedule, including any potential redesign efforts that may be needed.

Working closely with the City staff and CPH, we will develop and maintain a fully integrated project schedule. Each major activity of the process, such as engineering, procurement, construction, startup, commissioning, and performance testing, will have detailed activities and milestones. Each team member is made aware of the milestones, their dependency, and the importance of proactively working to those milestones.

An inherent part of our cost control is providing accurate estimates. Our team has a long history as a self-performing general contractor in the water/wastewater industry. We also have an extensive track record of competitively bidding projects in the municipal industry. As such, we have continual exposure to the market changes as they occur. We have a professional estimating staff experienced at performing take-offs, estimating labor and obtaining vendor and subcontractor proposals. We utilize estimating software that provides detailed, systematic, and efficient approach to cost estimating. Additionally, **Tom Manning, PE, CMAR Project Manager**, will oversee the estimating process to optimize the accuracy of our estimates with the current market conditions.

BENEFITS AND CHALLENGES OF CMAR IN DESIGN

As with any delivery method, there are benefits and challenges associated with each type. Each can vary as it relates to the scope of the project and needs of the Owner. The CMARs involvement in design activities offers several benefits and comes with some challenges which, if identified and managed, can ultimately be turned into a positive outcome.

BENEFITS // CHALLENGES OF CMAR IN DESIGN

Early Collaboration	**One of the primary advantages of CMAR involvement in design activities is early collaboration between the CMAR, design team, and the owner. This fosters a cooperative and integrated approach to the project objectives, leading to better decisions and outcomes.**
Value Engineering	**Identifying cost savings during the design phase by providing input on materials, methods, and processes can help optimize the project's cost and performance. The owner realizes all the savings as majority of the VE process is implemented during the design phase. While we will continue to look for VE ideas throughout the project, having a self-performing contractor as your CMAR provides the expertise needed to identify up front before construction begins.**
Budget Control	**As a self-performing contractor, we have an extensive history and understand the costs of projects which translates into accurate cost estimates at design milestones.**
Schedule Management	**Early CMAR involvement can aid in schedule management by providing insights into construction sequencing and critical path analysis. This early coordination can lead to more efficient construction timelines.**
Risk Mitigation	**An experienced CMAR provides the understanding to help the owner in identifying and mitigating the risks associated with the project. During preconstruction, we will work closely with the City and CPH to identify the risks of the project and provide mitigation measures that will benefit the City and the success of the project.**
Design Challenges	**Early design decisions may change based on input provided by the CMAR, potentially leading to redesign and reevaluation efforts, which can disrupt the design process and timeline.**
Untimely Decisions	**If the City is not engaged and not actively participating in the collaborative process, this can lead to challenges in decision-making which can delay the design and construction. In order for the City to reap the full benefits of the CMAR process, the City should be intimately involved during the preconstruction phase and ready to make decisions based on the information the team presents to keep the design progressing.**
Unrealistic Budget	**With the ongoing challenges in the market including resource availability, unrealistic budget expectations for all costs of the project by the owner and engineer has become an increasingly common theme for most projects. Simply put, we do not claim to be design experts and we expect our engineering partners to not claim to be construction experts.**

EXPEDITING SCHEDULE // MAINTAINING OPEN COMMUNICATION

EXPEDITING SCHEDULE

Garney has a consistent history of surpassing expectations when it comes to completing projects ahead of schedule. We anticipate a few opportunities to expedite project schedule on your WRF BNR Improvements project.

As detailed previously, Garney will generate a procurement list inclusive of all the equipment, non-commodity items, and specialty service items. Garney will then use our local and national purchasing network to obtain estimated lead times on each item to identify long-lead items that require implementation of an early procurement strategy. We will work with the City to execute an early owner direct purchase or expedited early bid package. Furthermore, with the appropriate assurances, Garney has the relationships, documentation, and buying power to request that manufacturer's commence on preliminary design and documentation ahead of official orders.

Aside from managing potential long-lead equipment, we will be pre-planning for the overall procurement of the project. Our preliminary project schedule will dictate our procurement windows and critical path work. From this, we will be able to create draft bid packages. We will structure draft packages based on critical-path work packages tailored to our self-perform capabilities, our ability to attract competitive bids, and our ability to attract high-performing subcontractors and suppliers based on our experience and feedback from the City. We will also work with the City and CPH to get scope clarity into the 100% documents.

MAINTAINING OPEN COMMUNICATION

Garney will make communication the most important element in our project approach. Our team will establish a communication approach that encourages regular coordination and collaboration with the City's project management and operations staff. During the design phase, we expect communication to occur at minimum once a week as we discuss project alternatives, technical details, review progress, solicit input, and develop solutions. As this project transitions to construction, communication will occur daily to keep the City proactively informed on the work planned and executed at your facility.

RECORDS, LOGS, MONITORING AND INFORMATION MANAGEMENT SYSTEMS

Maintaining project records, logs, and correspondence information is vital in any project and is extremely important on the front end during preconstruction for a collaborative delivery project. This goes back to our team's firm belief that communication is paramount to the success of the project. We will implement specific processes for communication and documentation with the support of the City and CPH.

All project correspondences, including addenda, requests for information (RFI), submittals, engineer's supplemental instructions, quotations, Owner direct purchase (ODP) contracts, and change orders, will be managed using Garney's Project Management Software, CMiC. CMiC will log and track items to ensure they were sent to the appropriate parties and that each party responds in a timely manner.

A dedicated Web-based filing system, SharePoint, will be set up for the project. Project team members will have access to project records, permit documents, and cost database while the City's staff will have unfettered access to the documents as they are developed. These processes will result in the clear transfer of instructions, decisions, and questions among the project team, which will allow for timely identification of concerns, decisions to be made, and appropriate dissemination of information. This allows the process from preconstruction through construction to progress without serious delays or substantial extra costs.

The investment the City is making in the CMAR during preconstruction will result in a high quality, well-coordinated project at the lowest overall cost. We have provided an example of an RFI log and submittal register on the following pages.

THE WORK ANALYSIS COMPRISES SEVERAL TRACKING SHEETS INCLUDING:

Action-Decision Log is continually updated to keep the project team accountable and on-task; this log is reviewed at each progress meeting.

Risk Mitigation Matrix is updated as risks are identified, either during review of a design deliverable or as discovered during preconstruction. Some risks can be mitigated through design changes, while others require action from the CMAR or owner. Items such as steel price escalation and equipment escalations can be mitigated through early procurement; all such items will be identified with mitigating actions on the Risk Mitigation Matrix.

Assumption Log will be submitted with each CMAR Estimate Deliverable. When establishing an opinion of probable construction cost at less than 100% design, the CMAR must make certain assumptions due to incomplete information. The Assumption Log identifies decisions the CMAR made for pricing consideration and works in conjunction with the Variance Log.

Variance Log identifies cost changes between level of design estimates. By furnishing the CMAR's assumptions at each level of design, the project team can see the cost impact of design decisions or other changes.

Constructability Log will be populated at each level of design deliverable, and incorporation of changes will be tracked at the following deliverable. Constructability issues will be derived from construction drawings and specifications and vetted to ensure maximum quality while increasing constructability. An example of each of these logs has been provided in the appendix for reference.

Sample of RFI Tracking Log

Request for Information

Summary Log with Closed

Southwest Wastewater Reclamation Facility Construction **Project # 0547**
8898 S Tamiami Trail
Venice, FL 34293

RFI #	Subject	Author Company	Answer Company	Date Created	Days In Review	Date Resp	Closed
001	Centrifuge Package - Feed Pump	Garney Companies, Inc.	Kimley-Horn and Associates,	5/22/2018	8	5/30/2018	X
002	Clarifier - Side Wall Depth & Weir Elevation	Garney Companies, Inc.	Kimley-Horn and Associates,	5/23/2018	7	5/30/2018	X
003	Septage Receiving Station - JWC Specifications	Garney Companies, Inc.	Kimley-Horn and Associates,	7/11/2018	9	7/20/2018	X
003A	Septage Receiving Station - JWC Specifications Revised	Garney Companies, Inc.	Kimley-Horn and Associates,	8/3/2018	26	8/29/2018	X
004	Site Subgrade Preparation	Garney Companies, Inc.	Kimley-Horn and Associates,	5/24/2018	13	6/6/2018	X
005	Maximum Stone Size for Fill	Garney Companies, Inc.	Kimley-Horn and Associates,	5/25/2018	12	6/6/2018	X
006	Process Pressure Gauges	Garney Companies, Inc.	Bailey Engineering Consultan	5/30/2018	8	6/7/2018	X
007	Headworks Effluent Pipe Encasement	Garney Companies, Inc.	Kimley-Horn and Associates,	5/30/2018	7	6/6/2018	X
008	Ductile Iron Pipe Working Pressure	Garney Companies, Inc.	Kimley-Horn and Associates,	6/5/2018	1	6/6/2018	X
009	Turbo Blower Instrumentation	Garney Companies, Inc.	Bailey Engineering Consultan	6/12/2018	9	6/21/2018	X
010	6" FBW Fitting Elevation	Garney Companies, Inc.	Kimley-Horn and Associates,	6/11/2018	14	6/25/2018	X
011	Structural Wind Speed Category	Garney Companies, Inc.	Kimley-Horn and Associates,	6/12/2018	24	7/6/2018	X
012	Keyways in Hydraulic Structures	Garney Companies, Inc.	Kimley-Horn and Associates,	6/19/2018	7	6/26/2018	X
013	Prestressed Tank Balast Requirements	Garney Companies, Inc.	Kimley-Horn and Associates,	6/19/2018	17	7/6/2018	X
014	Filter Feed Pump - Additional Guides and Rails	Garney Companies, Inc.	Kimley-Horn and Associates,	6/20/2018	21	7/11/2018	X

Sample Submittal Register - Tracking Log

Number	Rev.	Description	Spec Section	Section	Type	Responsible Contractor	Responsible Reviewer	Date Submitted	Date Returned	Action Code	Notes
01310-01		Construction Progress Schedule - July and August 2018	01310		FIO	Garney	KH/BEC	09/07/18	09/07/18	E	
01310-01	A	Construction Progress Schedule - September 2018	01310		FIO	Garney	KH/BEC	10/04/18	10/04/18	E	
01310-01	B	Construction Progress Schedule - January 2019	01310		FIO	Garney	KH/BEC	01/16/19	01/17/19	E	
01310-02		Construction Progress Schedule - February 2019	01310		FIO	Garney	KH/BEC	01/16/19	01/17/19		
01310-03		Construction Start-Up Schedule - February 2019	01310		FIO	Garney	KH/BEC	01/16/19	01/17/19		
01310-04		Construction Progress Schedule - March 2019	01310		FIO	Garney	KH/BEC	04/15/19	04/16/19		
01720-01		Layout Drawings - Septage Receiving Station	01720		FIO	Garney	KH/BEC	02/04/19	02/20/19	FIO	
01720-02		Preliminary As-Built Drawings	01720		DWG	Garney	KH/BEC	03/08/19	06/04/19	A	
01720-03		Water Main FDEP Information	01720		FIO	Garney	KH	05/23/19		FIO	Need to revise as-builts per KH email
01720-04		Force Main FEDP Information	01720		FIO	Garney	KH	05/23/19		FIO	Revised drawings sent to KH
01720-05		Pipe Pressure Tests - Sanitary Sewer	01720		FIO	Garney	KH	06/13/19	06/14/19		
01720-06		Contractor Redlines - Mechanical and Structural	01720		FIO	Garney	KH	09/09/19	10/27/19	FIO	
01720-06	*A*	*Contractor Redlines - Mechanical and Structural*	*01720*		*FIO*	*Garney*	*KH*	*11/04/19*		FIO	
01720-07		Preliminary As-Built Drawings									
01730-01		Mointoring Well Purge Pump - Operations and Maintenance Manual	01730		OM	Garney	NPU	07/30/19	08/16/19	A	
01730-02		Monitoring Well Purpe Pump Final Operations and Maintenance Manual	01730		OM	Garney	NPU	11/15/19			
01750-01		Equipment Start-Up Work Plan - Electrical Gear	01750		TEST	Garney	KH/BEC	03/27/19	04/25/19	A	
01750-02		Equipment Start-Up Work Plan - Digestor System	01750		TEST	Garney	KH/BEC	03/27/19	06/12/19	A	
01750-03		Equipment Start-Up Work Plan - Centrifuge	01750		TEST	Garney	KH/BEC	03/27/19	06/12/19	A	
01750-04		Equipment Start-Up Work Plan - RAS/WAS/Drain Pumps	01750		TEST	Garney	KH/BEC	03/29/19	06/12/19	AN	EOR Signature Optional
01750-05		Equipment Start-Up Work Plan - Generator #1 and #2	01750		TEST	Garney	KH/BEC	04/02/19	06/12/19	A	
01750-06		Equipment Start-Up Work Plan - Effluent Pumps	01750		TEST	Garney	KH/BEC	04/16/19	06/12/19	AN	EOR Signature Optional
01750-07		Equipment Start-Up Work Plan - Iris Valves	01750		TEST	Garney	KH/BEC	05/30/19	06/25/19	A	
01750-08		Equipment Start-Up Work Plan - VFD Units	01750		TEST	Garney	KH/BEC	05/30/19	08/02/19	A	
01750-09		Equipment Start-Up Work Plan - Reject Pumps	01750		TEST	Garney	KH/BEC	05/30/19	08/02/19	A	
01750-10		Equipment Start-Up Work Plan - IRML Pumps	01750		TEST	Garney	KH/BEC	05/30/19	08/02/19	A	
01750-11		Equipment Start-Up Work Plan - Submersible Site Lift Station Pumps	01750		TEST	Garney	KH/BEC	05/31/19	08/02/19	A	
01750-12		Equipment Start-Up Work Plan - Plant Water Pumps	01750		TEST	Garney	KH/BEC	06/17/19	08/02/19	A	
01750-13		Equipment Start-Up Work Plan - Chemical Storage Tanks and Metering Skids	01750		TEST	Garney	KH/BEC	06/17/19	08/02/19	A	
01750-14		Equipment Start-Up Work Plan - Clarifiers	01750		TEST	Garney	KH/BEC	06/17/19	08/02/19	A	
01750-16		Equipment Start-Up Work Plan - Anoxic Basin Mixers	01750		TEST	Garney	KH/BEC	06/19/19	08/02/19	A	BEC Response = A
01750-17		Equipment Start-Up Work Plan - High Speed Turbo Blowers (MLE)	01750		TEST	Garney	KH/BEC	06/21/19	08/02/19	A	BEC Response = A
01750-18		Equipment Start-Up Work Plan - Scum Pumps	01750		TEST	Garney	KH/BEC	06/26/19	08/02/19	A	
01750-19		Equipment Start-Up Work Plan - Fine Bubble Diffusers (MLE)	01750		TEST	Garney	KH/BEC	07/09/19	08/02/19	A	
01750-20		Equipment Start-Up Work Plan - Mechanical Fine Screen & Washer	01750		TEST	Garney	KH/BEC	07/15/19	08/02/19	A	
01750-21		Equipment Start-Up Work Plan - Headcell, Grit Cup & Auger	01750		TEST	Garney	KH/BEC	08/02/19	08/16/19	A	
01750-22		Process Equipment Training Outlines	01750		OM	Garney	KH/NPU	09/11/19	08/16/19	A	
01750-23		PICS Training Outlines	01750		OM	Garney	KH/NPU	09/11/19	08/16/19	A	
01750-24		Electrical Systems Training Outlines	01750		OM	Garney	KH/NPU	09/11/19	08/16/19	A	
02000-01		Yard Inlets	?	?	PD	Woodruff		04/06/18	04/10/18	AN	
02000-01		Precast Storm Drain Structures	?	?	PD	Woodruff		04/06/18	04/10/18	AN/R	Verify and Make Corrections/Revise and Resub
02000-01	*A*	*Precast Storm Drain Structures*	*?*	*?*	*PD*	*Woodruff*		04/23/18	04/27/18	AN	Revised 1-3A, 3-3, 4-1, 5-1, Skimmer Plates
02000-01		Storm Drain Manhole	?	?	PD	Woodruff		04/06/18	04/10/18	AN	
02000-01		Sewer Manholes	?	?	PD/DWG	Woodruff		04/06/18	04/10/18	AN/R	
02000-01	*B*	*Sanitary Sewer Manholes*	*NA*		*DWG*	*Woodruff*	KH	09/04/18	09/25/18	A	
02000-02		Precast Boots and Coatings			PD	Woodruff		04/13/18	04/18/18	AN	Add Poly Resin to SSMH3/SSMH4, Waiting on
02000-03		Reinforced Concrete Pipe and Mitered End Sections	?	?	PD	Woodruff		04/23/18	05/15/18	A	
02000-04		HDPE Drain Pipe	?	?	PD	Woodruff		04/23/18	05/02/18	A	
02000-05		Lift Station Manhole	?	?	PD/DWG	Woodruff		04/30/18	05/14/18	AN	Elevations per Engineer's notes
02000-05	*A*	*Site Lift Station Top Slab and Hatch*	*NA*		*PD/DWG*	*Woodruff*	KH	08/30/18	09/27/18	AN	
02000-06		Flared End Sections	?	?	PD	Woodruff		05/03/18	05/14/18	A	
02000-07		Pond Aerators	N/A		PD/DWG	Woodruff	KH/BEC	11/26/18	01/07/19	AN	Confirm that aerator is sized for the as-built pon
02000-07	*A*	*Pond Aerators*	*N/A*		*PD/DWG*	*Woodruff*	*KH/BEC*	12/17/18	01/07/19	AN	
02000-08		Precast Site Wall System	N/A		DWG	Woodruff	KH	11/26/18	11/26/18	n/a	Resubmitted with design calcs.
02000-08	*A*	*Precast Site Wall System*	*N/A*		*DWG*	*Woodruff*	*KH*	02/19/19	03/21/19	A	
02000-09		Traffic Signs	N/A		PD/DWG	Woodruff	KH	12/12/18	12/21/18	AN	
02000-10		Paving	N/A		PD	Woodruff	KH	03/20/19	04/25/19	AN	
02000-10	*A*	*Paving*	*N/A*		*PD*	*Woodruff*	*KH*	08/06/19	08/16/19	A	
02000-11		FDOT Entrance Paving	N/A		PD	Woodruff	KH	08/06/19	08/16/19	A	
02240-01		Dewatering Plan	02240		DWG	Woodruff		04/13/18	04/27/18	AN	
02619-01		Directional Drill	02619	1.05.A	PD	Woodruff		07/30/18	08/15/18	R	
02619-01	*A*	*Directional Drill*	*02619*	*1.05.A*	*PD*	*Woodruff*	KH	09/04/18	09/14/18	AN	
03000-01		Reinforcing - Secondary Clarifiers	03300	1.04.B	DWG	Precon		05/02/18	05/14/18	AN	
03000-01	*A*	*Reinforcing - Secondary Clarifiers*	*03300*	*1.04.B*	*DWG*	*Precon*	KH	09/07/18	10/05/18	A	
03000-02		Reinforcing - Reject Tank	03300	1.04.B	DWG	Precon		05/02/18	05/14/18	A	
03000-02	*A*	*Reinforcing - Reject Tank*	*03300*	*1.04.B*	*DWG*	*Precon*	KH	09/07/18	10/05/18	A	
03000-03		Thoroseal	03000		PD	Cypress	KH	02/14/19	03/07/19	A	
03110-01		Concrete Forming (Allen Concrete)	03110		PD	Allen Concrete		08/14/18	09/12/18	R	Confirm Form Oil is compatible with coatings. S
03110-02		Headworks - Stay in Place Form	03110		PD	Allen Concrete	KH	02/26/19	03/06/19	A	
03150-01		PVC Waterstop	03150		PD	Garney		06/18/18	06/20/18	A	
03150-02		Epoxy Concrete Anchors	03150		PD	Allen Concrete	KH	08/09/18	09/14/18	AN	Signed and Sealed Calcs required prior to using
03150-03		Concrete Accessories (Allen Concrete)	03150		PD	Allen Concrete		08/13/18	09/12/18	A	
03150-04		MLE Waterstop Repair	03150		PD	Allen Concrete	KH	12/31/18	01/03/19	A	
03200-01		Reinforcing - Underslab Pipe at Filters, Clarifiers, and Reject Tank	03300	1.04.B	DWG	Garney		05/17/18	05/17/18	AN	
03200-02		Reinforcing - CCC & EPS	03300	1.04.B	DWG	Garney		05/21/18	05/29/18	R	Revise and resubmit. Add construction joint in E
03200-02	*A*	*Reinforcing - CCC & EPS*	*03300*	*1.04.B*	*DWG*	*Garney*		06/13/18	06/15/18	AN	
03200-03		Reinforcing - Filter Slab and Pads	03300	1.04.B	DWG	Garney		05/29/18	06/05/18	R	
03200-03	*A*	*Reinforcing - Filter Slab and Pads*	*03300*	*1.04.B*	*DWG*	*Garney*		06/20/18	06/28/18	AN/R	
03200-03	*B*	*Reinforcing - Filter Slab and Pads*	*03300*	*1.04.B*	*DWG*	*Garney*		07/02/18	07/03/18	A	
03200-04		Reinforcing - Filter Walls and Top Slabs	03300	1.04.B	DWG	Garney		06/27/18	07/04/18	R	
03200-04	*A*	*Reinforcing - Filter Walls and Top Slabs*	*03300*	*1.04.B*	*DWG*	*Garney*		08/13/18	08/23/18	R	
03200-04	*B*	*Reinforcing - Filter Walls and Top Slabs*	*03300*	*1.04.B*	*DWG*	*Garney*	KH	08/29/18	09/24/18	A	
03200-05		Reinforcing - Underslab Pipe at HWKS, MLE, DIG, RAS/WAS, SH	03300	1.04.B	DWG	Garney		07/17/18	07/26/18	R	
03200-05	*A*	*Reinforcing - Underslab Pipe at HWKS, MLE, DIG, RAS/WAS, SH*	*03300*	*1.04.B*	*DWG*	*Garney*		08/03/18	08/20/18	AN	
03200-06		Reinforcing - MLE Basin SOG	03300	1.04.B	DWG	Allen Concrete		08/07/18	08/27/18	R	
03200-06	*A*	*Reinforcing - MLE BasinsSOG*	*03300*	*1.04.B*	*DWG*	*Allen Concrete*		08/31/18	09/12/18	A	
03200-07		Reinforcing - RAS/WAS Pump Station	03300	1.04.B	DWG	Allen Concrete		08/10/18	09/10/18	AN	
03200-07A		*Reinforcing - RAS/WAS Pump Station*	*03300*	*1.04.B*	*DWG*	*Allen Concrete*		10/18/18	10/18/18	FIO	
03200-08		Reinforcing - Deep Injection Well Slab	03300		DWG	Allen Concrete		08/10/18	09/10/18	AN	
03200-08A		*Reinforcing - Deep Injection Well Slab*	*03300*		*DWG*	*Allen Concrete*	KH	10/18/18	10/18/18	FIO	
03200-09		Reinforcing - IRML Pump Station Slabs	03300		DWG	Allen Concrete		08/10/18	09/10/18	AN	Verify 3" Clearance
03200-09A		*Reinforcing - IRML Pump Station Slabs*	*03300*		*DWG*	*Allen Concrete*		10/18/18	10/18/18	FIO	
03200-10		Reinforcing - Reject Effluent Meter	03300		DWG	Allen Concrete		08/10/18	09/10/18	AN	
03200-10A		*Reinforcing - Reject Effluent Meter*	*03300*		*DWG*	*Allen Concrete*		10/18/18	10/18/18	FIO	
03200-11		Reinforcing - Drain Pump Station Slab	03300		DWG	Allen Concrete		08/10/18	09/10/18	AN	
03200-11A		*Reinforcing - Drain Pump Station Slab*	*03300*		*DWG*	*Allen Concrete*		10/18/18	10/18/18	FIO	
03200-12		Reinforcing - MLE Walls and Walkway	03300		DWG	Allen Concrete	KH	08/29/18	09/18/18	AN	
03200-12	*A*	*Reinforcing - MLE Walls and Walkway*	03300		DWG	Allen Concrete	KH	10/11/18	10/26/18	A/N	
03200-13		Reinforcing - Headworks Foundation	03300		DWG	Allen Concrete		08/29/18	09/06/18	A	Additional Reinforcin Required. No Influent Pipe
03200-14		Reinforcing - RAS-WAS Wet Well	03300		DWG	Allen Concrete		08/29/18	09/11/18	R	
03200-14A		*Reinforcing - RAS-WAS Wet Well*	*03300*		*DWG*	*Allen Concrete*		10/18/18	10/26/18	AN	
03200-15		Reinforcing - Reject Pump Station	03300		DWG	Allen Concrete		08/30/18	09/10/18	AN	
03200-16		Reinforcing - Solids Handling Foundation	03300		DWG	Holliday		09/12/18	10/31/18	A	
03200-17		Reinforcing - Blower/Electrical, Chemical/Electrical, Control, Solid Handling	03300		DWG	Holliday	KH/ARCH	09/27/18	10/31/18	R	
03200-18		Reinforcing - Headworks Walls and Deck	03300	1.04.C	DWG	Allen Concrete	KH	09/28/18	10/11/18	R	
03200-18	*A*	*Reinforcing - Headworks Walls and Deck*	*03300*	*1.04.C*	*DWG*	*Allen Concrete*	*KH*	10/22/18	11/14/18	AN	
03200-19		Reinforcing - Digester Slab	03200		DWG	Allen Concrete	KH	10/10/18	10/19/18	A/N	
03200-20		Reinforcing - Digester Walls	03200		DWG	Allen Concrete	KH	10/15/18	10/19/18	AN	



TAB 6

QUALITY CONTROL, SANCTIONS AND ADVERSE LITIGATION

TAB 6: QUALITY CONTROL, SANCTIONS AND ADVERSE LITIGATION

QUALITY ASSURANCE/QUALITY CONTROL

Quality is one of Garney's core company goals. Garney's CMAR team brings diversified backgrounds with extensive knowledge in estimating, managing, and constructing wastewater facility projects. Combining that knowledge with our experience managing large CMAR projects makes Garney uniquely qualified to deliver a high-quality project.

One of Garney's philosophies is "Excellence is the Standard." As a 100% employee owned company, we place emphasis on delivering high-quality projects. Our quality assurance/quality control (QA/QC) plan begins at the inception of a project prior to anything put on paper, and completes its course upon successful completion of the project, including the warranty period and beyond.

The project team will be responsible for preparing a QA/QC plan that reflects the philosophy that quality is planned and built into the project, not "inspected" into the project. Our team will treat the QA/QC plan as a living document initially established at the project's start and continually improved upon as the project progresses. QA/ QC oversight will be important to ensure the project is built to high standards and to minimize rework situations.

> *QUALITY CONTROL IS THE STANDARD FOR ENSURING THAT WORK IS INSTALLED ONLY ONCE AT THE HIGHEST QUALITY TO ENSURE PROPER OPERATIONS AND EXTENDED LIFE.*

PRECONSTRUCTION QUALITY CONTROL

Preconstruction is our first chance to establish quality control, which will help the rest of the project succeed. Preconstruction quality control starts with making sure the entire project team is working from the same approved QA/QC plan and that all entities are familiar with the proposed forms and documents to be used throughout the project.

The Team will review these documents for constructability, quality control from a layout standpoint, and items that could become possible issues later in the project. Emphasis will be placed on the contract drawings, double checking dimensions, elevations, and possible conflicts.

PROCEDURES & PROCESSES

One of the important components of the QA/QC Plan is "Procedures." It will be important to establish these procedures during the initial coordination meeting with the project team to ensure they are adhered to throughout the project. These procedures will include items such as:

- REPORTING FORMS
- SITE SPECIFIC SAFETY COMMITTEE
- MATERIAL TESTING PROCEDURES
- REPORTING RESPONSIBILITIES
- COMMUNICATION AND TRACKING PROTCOLS

Once these procedures are finalized, they will be documented and distributed. Once work package contracts are awarded and work on- site begins, these procedures will be discussed thoroughly during the preparatory meetings.

QA/QC PLAN EXECUTION DURING CONSTRUCTION

Clear levels of responsibility will be assigned within the project team so nothing gets missed.

PROJECT TEAM RESPONSIBILITIES

- Coordinate with the field supervision team, project engineer, and material testing agency for inspection and testing throughout the project

SUPERINTENDENT RESPONSIBILITIES

- Maintain a field book to document quality control concerns and deficiencies
- Work with all work package contractors to ensure proper layout and control of the project using total robotic stations

CONFLICT RESOLUTION

As with any project, there are potential conflicts that can arise with Owners, engineers, subcontractors, or others. We provided examples of conflicts from our reference projects and how we resolved them below.

LAKE MARION WRF REPLACEMENT AND EXPANSION

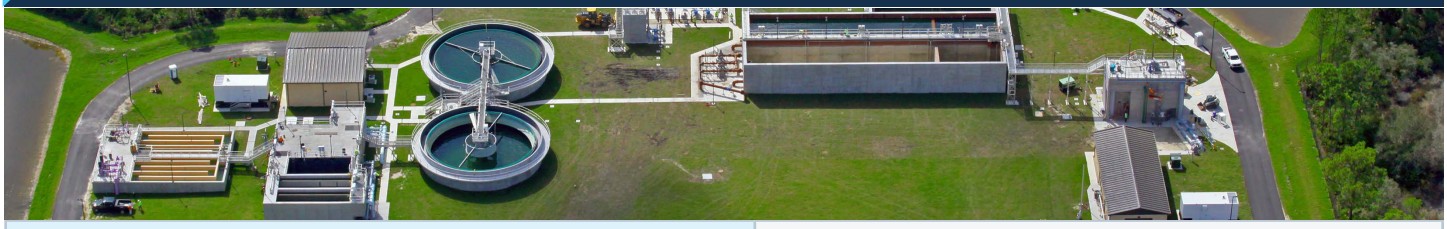
There was a lined reject pond on this project that was designed with bottom elevations above the high groundwater level estimates. Following excavation of the pond, and prior to installation of the pond bottom liner, Garney noticed lateral seepage into the excavated pond when RIBs adjacent to the pond were filled to their highest operational levels. Garney worked with the design engineer to investigate the issue and determine whether there was a risk of lateral seepage that could potentially cause uplifting of the liner and any long-term operational problems as a result.

To reduce the hydrostatic level in the RIBs, the existing PVC overflow pipes of the adjacent RIBs were replaced and lowered by 1.5 feet. Consequently, the highest water level in the RIBs was reduced by the same amount, alleviating the problem. Lowering the overflow pipes and revising the pond bottom on the berms nearest the adjacent RIBs was the reasonable solution. ***This solution represented a win / win scenario for all parties. The issue was resolved with minor cost to the owner and no operational modifications.***

GIBSON PLACE UTILITY COMPANY WWTP #1

On this project there was engineer/owner miscommunication. The engineer specified 2D graphics for the HMI system, and the I&C subcontractor's bid was based on the 2D graphics, while the Owner was expecting the HMI system to have 3D graphics. Garney's goal was to provide the 3D graphics without putting blame on the engineer and Owner and requesting a change order. To achieve this, Garney used its internal BIM department to develop 3D models of the plant, allowing the I&C subcontractor to build the 3D graphics at no additional cost to the Owner.

Below are four constructibility issues from our Southwest Water Reclamation Facility (CMAR) – West Villages Improvements District project – and our approach to resolve the issues as a win/win for all stakeholders.



1. The 90% drawings that were issued detailed a substantial amount of rebar in the basin walls that would have made construction difficult with the spacing requirements and access to properly install the concrete. Our solution was to provide the engineer other similar structure drawings that Garney installed in the past. We met with the engineer and worked with them and modified the bar schedule to increase spacing and reduce bar sizes. This saved the project money with the reduced material.

2. Subsurface rock was encountered that did not show up on the Geotech Report. Our team investigated the area and proposed unit prices for rock excavation and screening. We worked with the project team and utilized the screened material for backfill and stockpiled the rock for the Owner. The Owner sold the rock as rip rap and was able to recover the unforeseen condition.

3. The Owner changed the requirements for a Pre-Engineered Metal Building from metal wall panels to split face block after the 100% GMP was issued and after framing was already in production. We worked with the structural engineer to develop a lateral bracing system for the masonry that could be installed after building and masonry were installed. This was done in a collaborative setting that streamlined the decision process, avoiding any schedule delays.

4. Part of this project was off-site pipelines for the reclaimed water system. The pipe elevations were set and were under or in the unforeseen rock layer. We went back and analyzed all the pipelines and was able to raise the elevation in most areas to eliminate the need to excavate the rock layer.

LITIGATION

Within the normal course of business, Garney Companies, Inc. (Garney) is periodically subject as a party to a lawsuit or participates in dispute resolution. Most actions are not brought forth by Garney and are amicably settled before reaching a level of legal action. While Garney is occasionally engaged in claims and disputes involving subcontractors, suppliers, and the engineering and construction professions, it rarely results in litigation. At present, only one of these cases is against an Owner (see additional information regarding this case as follows). Most actions are dismissed without contribution from Garney or result in no finding of liability of our company. No actions are currently pending that will materially impact our financial standing or our ability to perform on a project of any size. At no time has Garney ever been assessed liquidated damages or been debarred from bidding.

In 2021, Garney filed a complaint against Miami Dade County, Florida, on the 48” Diameter Water Transmission Main for “Area N” seeking >$30,000 resulting from the County breaching the contract by, without limitation, actively interfering in providing direction and contract interpretations that were improper and not in accordance with the contract. This case was settled in February of 2022 by mediation.



TAB 7

SAFETY RECORD

TAB 7: SAFETY RECORD

SAFETY

Safety is Garney's number one company objective—it is a priority above all else. Safety planning is a significant focus of our risk management approach for the project.

We embrace a philosophy of safety and health excellence. Garney's commitment to maintaining a safe work environment for all personnel working on the project focuses on empowering employee- owners at all levels to accept ownership for safety and take whatever actions are consistent with our goal of eliminating all safety incidents.

Garney projects operate as Drug Free Workplaces. Factors that make Garney's safety program a success that will be implemented on this project include:

SAFE START TO OWNERSHIP PROGRAM (SSTOP) – The SSTOP provides structured onboarding, training, and education for both hourly and salary employee-owners to perform their jobs safely as well as support the perpetuation of Garney's safety culture. Each new hire is assigned a mentor to assist with the SSTOP process. This mentor typically has a similar work classification and is assigned to the same project site, allowing for daily contact and interaction. For the first 180 days of employment, the new employee-owner will complete a series of basic safety items with their mentor in addition to completing key trainings.

SITE-SPECIFIC SAFETY COMMITTEE – At the beginning of the project, a site safety committee will be developed that includes members of the project staff, safety advisors, and key trade subcontractors that have been properly trained to recognize and correct any unsafe conditions.

PRE-JOB SAFETY CONFERENCE – Garney invites key stakeholders and requires all subcontractors to attend a meeting to identify potential safety risks that may be encountered during the project. At this meeting, risks are discussed and proper procedures for handling are determined.

SAFETY TASK ANALYSIS CARD (STAC) – Each day, Garney requires the field craft to prepare potential hazard analysis on the tasks that will be performed that day. These meetings are intended to break down tasks, identify and analyze hazards, and provide mitigation or control for given hazards.

WEEKLY TOOLBOX TALKS – Each Monday, Garney holds weekly safety meetings on-site. A specific topic is addressed to the crew by the Superintendent. Any near misses are discussed and new hires are trained for the week's events. Records of these meetings are kept by the Safety Manager and the Project Engineer.

GOSHA INSPECTIONS – Garney's leadership and safety professionals perform periodic mock OSHA (GOSHA) inspections of all our projects. These inspections are conducted unannounced.

CERTIFIED SAFETY PROFESSIONALS – Garney employs certified safety professionals who ensure that work environments are maintained for optimal health and safety. This project will be under the direction of our Regional Safety Manager in addition to the Project Manager and the Superintendent.

CRAFT, SUBCONTRACTOR, AND SUPERVISION TRAINING – Early in the project, Garney identifies safety training that will be required and schedules this training based on operational requirements. Training is presented to Garney field craft and subcontractor personnel.

Safety begins during the earliest stages of the project. During the preconstruction stage, discussions are held on the safest way to construct the project. These discussions are also held during the scheduling and planning stage and during the daily task planning.

During the construction phase, Garney will work directly with all other contractors and subcontractors on the project. We will review each contractor's safety program and help facilitate changes in areas we see weaknesses as applicable to work on this project.

Garney performs a Pre-Job Safety Conference with each contractor, subcontractor and their key project personnel performing any work on a Garney project. The safety conference is conducted by Garney project management. Its purpose is to inform the subcontractor of Garney's specific safety and health requirements, their responsibilities under those requirements, and resolve any questions or concerns.

During this conference, expectations and protocols are established. These conferences will include attendance from the contractor's Safety Manager, Project Manager, and Project Superintendent who will be on site throughout construction. Prior to the contractor starting work on site, Garney requires a safety orientation with the crews who will be performing the work. It is our intention that Garney's safety culture will be passed on to every contractor working on this site.

> *"GARNEY'S COMMITMENT TO SAFETY IS UNWAVERING, FROM THEIR SENIOR MANAGEMENT TO THEIR FIELD CRAFT, WE HAVE NEVER HAD ANY ISSUES WITH GARNEY RELATIVE TO SAFETY."*

- CYRUS TOOSI, PE
METRO GOVERNMENT OF
NASHVILLE & DAVIDSON COUNTY

SAFETY FIRST CULTURE

Training is presented to Garney employee-owners and subcontractors. You will find that safety is truly #1 with Garney and that safety will never be sacrificed for productivity.



During construction of the project, Garney will have **Ryan Smith**, a Certified Safety Professional (CSP), on-site for the duration of the work. It is not our intent for this person to be a safety "police officer," but instead be part of the integrated team between the CMAR and contractors to ensure a safe project. Ryan will perform safety audits on a regular basis to make sure everything is happening as planned.

Access for City staff during construction will also be considered in safety protocols. For example, Garney has installed temporary platforms at project sites for access to equipment during construction providing walk space and safety rails. We will implement similar practices at the site and work with City staff to ensure safety and access at the site. Garney will take ownership in making sure every activity on this project is performed safely and a safe environment is maintained for City staff.

Our commitment to safety is evidenced by our Experience Modification Rating (EMR) of 0.61, significantly less than the national average of 1.00. The EMR benchmarks workers' compensation claims to other companies similar in size who operate in the industry. The lower the EMR, the better the safety record — resulting in lower insurance premiums for our clients.

	EMR Industry Average 1.00		TRIR Industry Average 2.90	LWIR Industry Average 1.20	DART Industry Average 2.00
2023	0.61	2022	1.10	0.15	0.20
2022	0.71	2021	0.78	0.17	0.17
2021	0.74	2020	1.31	0.24	0.30
2020	0.61	2019	1.92	0.30	0.30
2019	0.55	2018	1.26	0.07	0.13



SPOTLIGHT ON SAFETY MANAGER

RYAN SMITH, CSP

During construction of the project, Garney will have Ryan Smith, a Certified Safety Professional (CSP), on-site for the duration of the work.

As shown on the right, Ryan recently led a rescue training session to crew members at a $11.3M pipeline project in Nokomis, FL.

Our team, led by Ryan, incorporated aggressive training, experience-based practices, and safety requirements to build the project safely and within all schedule requirements.



GARNEY COMPANIES, INC.
OSHA CITATIONS FROM THE PAST FIVE YEARS

Within the past five years, Garney has yielded one citation. The violation was corrected to the satisfaction of OSHA.

Report ID: 0352460 | Hyattsville, MD | 9/14/2018

1 – Other than Serious | 19260652 C02 II Penalty = $0.00

Issued stating that the competent person did not get written approval to deviate from the manufacturer's tabulated data when used as a guide in determining the use of the hydraulic shoring required per MOSH's interpretation of the shoring system in place at the time of the inspection.

Report ID: 0830500 | Denver, CO | 4/25/2023

1 – Other than Serious | 19260020 B02 II Penalty = $10,000.00

Issued citing the frequency and interval of inspections completed by the competent person were not in alignment with OSHA's interpretation of employer responsibilities.

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2022

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	3	1	18
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
182	62
(K)	(L)

Injury and Illness Types

Total number of… (M)			
(1) Injury	22	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Establishment information

Your establishment name: Garney Holding Company*

Street: 1700 Swift Street

City: North Kansas City State: Missouri Zip: 64116

Industry description (e.g., Manufacture of motor truck trailers)
General Contractor

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)
1623

OR North American Industrial Classification (NAICS), if known (e.g., 336212)
237110

Employment information

Annual average number of employees: 1700

Total hours worked by all employees last year: 4,002,663

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Daniel R Smolik
Company executive

Vice-President
Title

321-221-2826
Phone

1/22/2023
Date

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

* Garney Holding Company dba: Garney Companies, Inc., Garney Construction, Garney Equity Holdings, LLC, Garney Federal, Inc., GP3 II, LLC and Garney Hawaii, Inc.

OSHA's Form 300A
Summary of Work-Related Injuries and Illnesses

Year 2021

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	2	0	12
(G)	(H)	(I)	(J)

Number of Days

Total number of days of job transfer or restriction	Total number of days away from work
0	25
(K)	(L)

Injury and Illness Types

Total number of…	(M)		
(1) Injury	14	(4) Poisoning	0
(2) Skin Disorder	0	(5) All other illnesses	0
(3) Respiratory Condition	0		

Establishment information

Your establishment name Garney Holding Company *

Street 1700 Swift Street

City North Kansas City State MO Zip 64116

Industry description (e.g., Manufacture of motor truck trailers)
General Contractor

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)
1 6 2 3

Employment information

Annual average number of employees 1,522

Total hours worked by all employees last year 3,596,563

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Daniel R Smolik	Director
Company Executive	Title
(321) 221-2826	1/22/2022
Phone	Date

Post this Summary page from **February 1 to April 30** of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

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OSHA's Form 300A
Summary of Work-Related Injuries and Illnesses

Year 2020

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	4	1	17
(G)	(H)	(I)	(J)

Number of Days

Total number of days of job transfer or restriction	Total number of days away from work
15	593
(K)	(L)

Injury and Illness Types

Total number of…	(M)		
(1) Injury	22	(4) Poisoning	0
(2) Skin Disorder	0	(5) All other illnesses	0
(3) Respiratory Condition	0		

Establishment information

Your establishment name Garney Holding Company *

Street 1333 NW Vivion Rd

City Kansas City State MO Zip 64118

Industry description (e.g., Manufacture of motor truck trailers)
General Contractor

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)
1 6 2 3

Employment information

Annual average number of employees 1,476

Total hours worked by all employees last year 3,358,628

Sign here Anthony G. Kempf

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Anthony G Kempf
Company Executive

Vice President
Title

(816) 746-7288
Phone

02/19/2021
Date

Post this Summary page from **February 1 to April 30** of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of

* Garney Holding Company dba: Garney Companies, Inc., Garney Construction, Garney Wyoming, Inc., Garney New Mexico, Inc., Weaver Construction Management Inc., Encore Construction Group

OSHA's Form 300A
Summary of Work-Related Injuries and Illnesses

Year 2019

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

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Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	5	0	27
(G)	(H)	(I)	(J)

Number of Days

Total number of days of job transfer or restriction	Total number of days away from work
86	493
(K)	(L)

Injury and Illness Types

Total number of...	(M)		
(1) Injury	32	(4) Poisoning	0
(2) Skin Disorder	0	(5) All other illnesses	0
(3) Respiratory Condition	0		

Establishment information

Your establishment name Garney Holding Company *

Street 1333 NW Vivion Rd

City Kansas City State MO Zip 64118

Industry description (e.g., Manufacture of motor truck trailers)
General Contractor

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)
1623

Employment information

Annual average number of employees 1,435

Total hours worked by all employees last year 3,332,814

Sign here Anthony G Kempf

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Anthony G Kempf	Vice President
Company Executive	Title
(816) 746-7236	1/20/2020
Phone	Date

Post this Summary page from **February 1 to April 30** of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of

* Garney Holding Company dba: Garney Companies, Inc., Garney Construction, Garney Wyoming, Inc., Garney New Mexico, Inc., Weaver Construction Management Inc., Encore Construction Group

OSHA's Form 300A
Summary of Work-Related Injuries and Illnesses

Year 2018

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

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Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	1	1	17
(G)	(H)	(I)	(J)

Number of Days

Total number of days of job transfer or restriction	Total number of days away from work
10	180
(K)	(L)

Injury and Illness Types

Total number of...	(M)		
(1) Injury	19	(4) Poisoning	0
(2) Skin Disorder	0	(5) All other illnesses	0
(3) Respiratory Condition	0		

Establishment information

Your establishment name Garney Holding Company *

Street 1333 NW Vivion Rd

City Kansas City State MO Zip 64118

Industry description (e.g., Manufacture of motor truck trailers)
General Contractor

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)
1623

Employment information

Annual average number of employees 1,350

Total hours worked by all employees last year 3,019,255

Sign here Anthony G. Kempf

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Anthony G Kempf	Vice President
Company Executive	Title
(816) 746-7288	01/15/2019
Phone	Date

Post this Summary page from **February 1 to April 30** of the year following the year covered by the form

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TAB 8

PROPOSER'S AVAILABILITY

TAB 8: PROPOSER'S AVAILABILITY

CURRENT WORKLOAD

As the number one water/wastewater company, Garney has crews nationwide with separate pipeline and plant divisions. Listed below are Florida plant projects that are ongoing. A list of company-wide ongoing projects will be provided upon request.

Project / Client	Location	Size (Total MGD Installed)	Cost	Scheduled Substantial Completion Date	Scheduled Final Completion Date
Howard F. Curren AWTP Master Plan Improvements Phase I (PDB) / City of Tampa	Tampa, FL	96MGD	$254M	12/2023	12/2023
Conway WTP GAC & Chlorine Conversion (CMAR) / OUC	Orlando, FL	20MGD	$20.9M	1/2024	1/2024
David L. Tippin Water Treatment Facility Chemical System Improvements (PDB) / City of Tampa	Tampa, FL	20MGD	$45M	6/2024	6/2024
Embassy Hills WWTP Rehabilitation and Improvements (CMAR) / Pasco County Utilities	Port Richey, FL	3MGD	$16M	7/2024	7/2024
Southwest WRF Expansion Project (CMAR) / JEA	Jacksonville, FL	4MGD	$114M	9/2024	10/2024
Gibson Place Utility Company WWTP #1 Phase 2 (PDB) / Arnett Environmental	Wildwood, FL	2MGD	$21M	8/2025	8/2025
Bee Ridge WRF Expansion & Conversion to AWT (CMAR) / Sarasota County	Sarasota, FL	6MGD	$254M	12/2025	3/2026
Southeast Lower Floridan Aquifer (LFA) Wellfield Project Phase 1 (CMAR) / PRWC	Lake Wales, FL	7.5MGD	$460M	10/2026	12/2026
Venice Gardens WRF Expansion/ Conversion to AWT (CMAR) / Sarasota County	Venice, FL	3MGD	$75M	6/2028	8/2028
DLTWTF Master Plan Projects Implementation / City of Tampa	Tampa, FL	60MGD	$300M	8/2030	11/2030

RESOURCES + MAINTAINING PROJECT SCHEDULE

As mentioned in Tab 4 - Approach to Engagement, Garney has about 40 craft personnel currently working on a design-build project in the area, within 10 miles of the Wildwood WRF. The team is ready to mobilize to this project once construction NTP starts in 2024.

Garney's management team works and lives in the surrounding areas, including Clermont, Leesburg, and Yallaha. This team of experienced project managers, superintendents, and engineers is currently working on a design-build project located in the Villages and will also be ready to work on your Wildwood WRF BNR Improvements project. Our relationship with local subcontractors and suppliers gives Garney a significant advantage in supporting the needs and requirements of your project. Garney also has many well-established relationships with a wide range of process equipment and electrical gear manufacturers who will not only help troubleshoot any unforeseen fabrication and/or material delays, but also will assist in expediting deliveries. We have also worked closely with Bailey Engineering to navigate and overcome electrical supply chain issues in the past several years.

SURETY LETTER + CERTIFICATE OF INSURANCE (COI)

A surety letter indicating Garney's bondability for this project is included in the following pages. Garney certifies our ability to obtain insurance coverage that meets the requirements as outlined in the RFQ. Proof of insurance is attached following the surety letter. The City will be shown as an additional insured with respect to the required coverages upon award.

CNA SURETY

November 2, 2023

City of Wildwood, FL
100 North Main Street
Wildwood, FL 34785

Re: Garney Companies, Inc.
Pre-Qualification for CMAR RFQ #2024-04 Wildwood WRF BNR Improvements

To Whom It May Concern:

In connection with the requirements of your request for proposal concerning Garney Companies, Inc.'s bond program, we are pleased to respond in that regard.

Bonds have been written on a co-surety basis by The Continental Insurance Company, a member of the CNA Group of Insurance Companies, and Liberty Mutual Insurance Company, a member of the Liberty Mutual Insurance Companies, since 2006. A.M. Best currently rates The Continental Insurance Company "A", Class Size XV, and Liberty Mutual Insurance Company "A", Class Size XV. The Continental Insurance Company and Liberty Mutual Insurance Company are approved for federal projects as provided for in the current online edition of the Department of the Treasury – Circular 570 with underwriting limitations of $1,065,455,000 and $1,762,981,000 respectively. Both The Continental Insurance Company and Liberty Mutual Insurance Company are licensed to write bonds in all 50 states.

The largest project bonded by the sureties on behalf of Garney Companies, Inc., totaled $700,000,000. The sureties have committed a $6,000,000,000 aggregate cost to complete program. At present, approximately $4,000,000,000 of this facility remains available for use for construction work during the next 24 months.

Garney Companies, Inc. enjoys a national reputation as one of the premier contractors performing sewer and water line work, with particular expertise in large diameter installations, and constructing water and wastewater treatment facilities. The company's experience includes a broad range of alternative procurement methodologies. At no time during our history with the account have they been refused a bond nor have there been any bond claims. Garney Companies, Inc. remains an account in good standing.

Should Garney Companies, Inc., be awarded this contract and requests that we provide the necessary Performance and/or Payment, we will be prepared to execute the bonds subject to our acceptable review of the contract terms and conditions, bond forms, appropriate contract funding and any other underwriting considerations at the time of the request.

Our consideration of issuance of bonds is a matter solely between Garney Companies, Inc., and ourselves, and we assume no liability to third parties or to you by the issuance of this letter.

We trust that this information meets with your satisfaction. If there are further questions, please feel free to contact Brian Cooper, Managing Director, of Arthur J. Gallagher Risk Management Services LLC, located at 595 Market Street, Suite 2100, San Francisco, CA 94105 - Telephone (415) 288-1620

The Continental Insurance Company
151 N. Franklin Street
Chicago, IL 60606
(312) 822-5000

By: _____
Julia Ortega, Attorney-in-Fact

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116
(617) 357-9500

By: _____
Julia Ortega, Attorney-in-Fact

G.S. § 10B-41 NOTARIAL CERTIFICATE FOR ACKNOWLEDGMENT

Wake County, North Carolina

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document:

Julia Ortega.
Name(s) of principal(s)

Date: 11/2/2023

(Official Seal)

MARIA DE LOS ANGELES REYNOSO
NOTARY
PUBLIC
WAKE COUNTY, NC

Official Signature of Notary

Maria De los Angeles Reynoso, Notary Public
Notary's printed or typed name

My commission expires: June 28, 2026

OPTIONAL

This certificate is attached to a _____, signed by _____
Title/Type of Document *Name of Principal Signer(s)*

on _____, and includes _____ pages.
Date *# of pages*

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

M Moody, Susan Hecker, K Zerounian, Janet C Rojo, Betty L Tolentino, Kevin Re, Brian F Cooper, Robert P Wrixon, Virginia L Black, Maureen O'Connell, Susan M Exline, Julia Ortega, Thuyduong Le, Brittany Kavan, Misty R Hemje, Courtney Chew, Maria De Los Angeles Reynoso, Tina K Nierenberg, Individually

of Walnut Creek, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 9th day of June, 2023.

The Continental Insurance Company

Larry Kasten — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 9th day of June, 2023, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

M. BENT NOTARY PUBLIC SOUTH DAKOTA

My Commission Expires March 2, 2026

M. Bent — Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolutions of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 2nd day of November, 2023.

The Continental Insurance Company

D. Johnson — Assistant Secretary

Form F6850-4-2023

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolutions duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

> "RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

> "Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and
>
> Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

> "RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

G.S. § 10B-41 NOTARIAL CERTIFICATE FOR ACKNOWLEDGMENT

Wake County, North Carolina

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document:

Julia Ortega.
Name(s) of principal(s)

Date: 11/2/2023

(Official Seal)

MARIA DE LOS ANGELES REYNOSO NOTARY PUBLIC WAKE COUNTY, NC

Official Signature of Notary

Maria De los Angeles Reynoso, Notary Public
Notary's printed or typed name

My commission expires: June 28, 2026

OPTIONAL

This certificate is attached to a _____, signed by _____
Title/Type of Document *Name of Principal Signer(s)*

on _____, and includes _____ pages.
Date *# of pages*

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8210007-024125**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Virginia L. Black; Courtney Chew; Brian Cooper; Julia Ortega; Maria De Los Angeles Reynoso; Susan M. Exline; Susan Hecker; Misty R. Hemje; Brittany Kavan; Thuyduong Le; M. Moody; Tina K. Nierenberg; Kevin Re; Janet C. Rojo; Maureen O'Connell; Betty L. Tolentino; Robert P. Wrixon; K. Zerounian

all of the city of Walnut Creek state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 25th day of April, 2023.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 25th day of April, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 2nd day of November, 2023.

By: _____
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/21

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/20/2023

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).

PRODUCER
Arthur J. Gallagher Risk Management Services, LLC
595 Market Street
Suite 2100
San Francisco CA 94105
License#: 0D69293

CONTACT NAME:
PHONE (A/C, No, Ext): 415-391-1500 **FAX (A/C, No):** 415-391-1882
E-MAIL ADDRESS: CertRequests@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Liberty Mutual Fire Insurance Company	23035
INSURER B : Travelers Property Casualty Co of America	25674
INSURER C : Berkley Assurance Company	39462
INSURER D :	
INSURER E :	
INSURER F :	

INSURED GARNCOM-02
Garney Holding Company/Garney Companies, Inc./
Garney Construction/Garney Pacific, Inc./Garney
Federal, Inc, 1700 Swift Street, Suite 200
North Kansas City MO 64116

COVERAGES **CERTIFICATE NUMBER:** 1475214666 **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	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y	Y	TB2641426942723	10/1/2023	10/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 5,000,000 $ 300,000 $ 10,000 $ 5,000,000 $ 10,000,000 $ 10,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	AS2641426942713	10/1/2023	10/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 5,000,000 $ $ $ $
B	X **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED [ ] RETENTION $	Y	Y	EX8T36244823NF	10/1/2023	10/1/2024	EACH OCCURRENCE AGGREGATE 	$ 15,000,000 $ 15,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WA264D426942733	10/1/2023	10/1/2024	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B C	Inland Marine Professional Liability Pollution Liability	Y	Y Y	6301L164501TIL23 PCADB50232031023	10/1/2023 10/1/2023	10/1/2024 10/1/2024	Leased/Rented Equip. Ea. Claim-Occ./Agg. Ea. Claim-Occ./Agg.	$3,000,000 $10,000,000 $10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
SAMPLE ONLY Owner listed as Additionally Insured as requirement by contract.

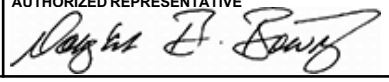
CERTIFICATE HOLDER

SAMPLE ONLY

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY): 9/29/2023

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.

PRODUCER
Arthur J. Gallagher Risk Management Services, LLC
595 Market Street
Suite 2100
San Francisco CA 94105
License#: 0D69293

CONTACT NAME:
PHONE (A/C, No, Ext): 415-391-1500 **FAX (A/C, No):** 415-391-1882
E-MAIL ADDRESS: CertRequests@ajg.com
PRODUCER CUSTOMER ID: GARNCOM-02

INSURED
Garney Holding Company/Garney Companies, Inc./
Garney Construction/Garney Pacific, Inc./Garney
Federal, Inc, 1700 Swift Street, Suite 200
North Kansas City MO 64116

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : XL Insurance America, Inc.	24554
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 547408105 **REVISION NUMBER:**

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

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	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
	[ ] **PROPERTY**				[ ] BUILDING	$
	CAUSES OF LOSS / DEDUCTIBLES				[ ] PERSONAL PROPERTY	$
	[ ] BASIC / BUILDING				[ ] BUSINESS INCOME	$
	[ ] BROAD / CONTENTS				[ ] EXTRA EXPENSE	$
	[ ] SPECIAL				[ ] RENTAL VALUE	$
	[ ] EARTHQUAKE				[ ] BLANKET BUILDING	$
	[ ] WIND				[ ] BLANKET PERS PROP	$
	[ ] FLOOD				[ ] BLANKET BLDG & PP	$
						$
						$
	[X] **INLAND MARINE**	TYPE OF POLICY			[X] Builder's Risk	$
	CAUSES OF LOSS	Builder's Risk			[X] Earthquake	$
	[ ] NAMED PERILS	POLICY NUMBER			[X] Flood	$
A	[X] Special Form	US00101356CA23A	10/1/2023	10/1/2024	[X] Named Windstorm	$
	[ ] **CRIME**					$
	TYPE OF POLICY					$
						$
	[ ] **BOILER & MACHINERY / EQUIPMENT BREAKDOWN**					$
						$
						$
						$

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
$ 2,500,000 Transit – any one conveyance
$ 2,500,000 Temporary Offsite Locations – any one location
$ 1,000,000 Trees, Shrubs, & Landscaping; Max. $2,500 any one item
$ 2,500,000 Professional Fees

See Attached...

CERTIFICATE HOLDER

SAMPLE ONLY

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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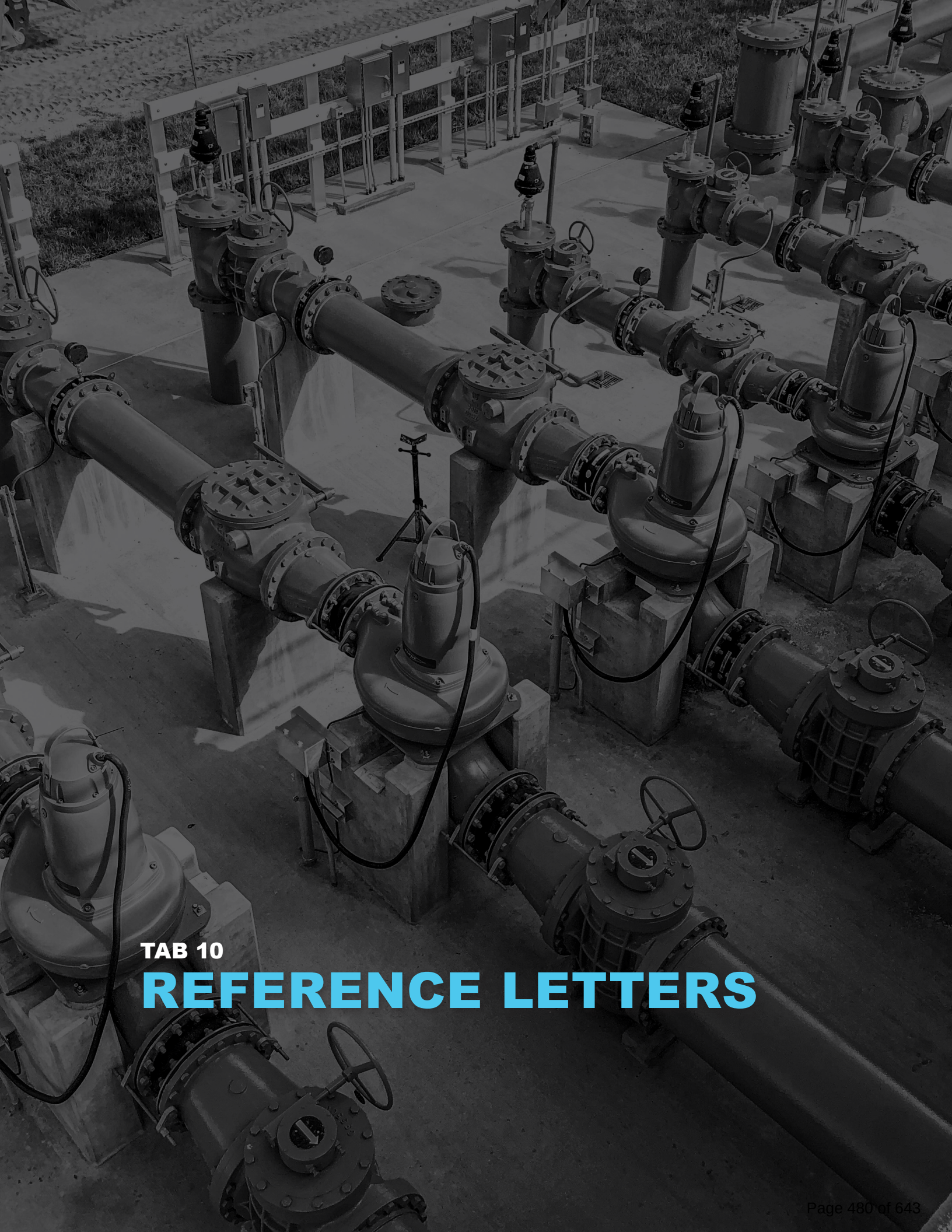
TAB 9

EXISTING RELATIONSHIPS

TAB 9: EXISTING RELATIONSHIPS

With our vast experience in Florida, Garney has established and maintained great relationships with all major stakeholders of this project, including CPH, Halff, and major material suppliers and vendors. We believe these relationships will help not only during the design and construction phases but will assist in completing your project on time and on budget. Garney does not have any existing relationships that would negatively impact our ability to perform the construction services requested.



TAB 10

REFERENCE LETTERS

May 20, 2019

Garney Construction
370 East Crown Point Road
Winter Garden, FL 34787

RE: Letter of Reference – Garney Construction

To whom it may concern,

On behalf of the City of Apopka, we would like to express our appreciation for the excellent work provided by Garney and Tetra Tech's personnel in leading construction of our Water Reclamation Facility (WRF) Expansion Project. This team has exceeded our expectations in creating a state-of-the-art facility that accommodates the wastewater needs of our growing population, exceeds DEP reclaimed water requirements, and implements innovative treatment technology that establishes the City of Apopka as a leader and advocate for sustainable wastewater infrastructure. Garney's responsiveness throughout the process was key to the project's on-time completion, and their exceptional commitment to quality and innovation resulted in more than $4M in value engineering savings.

This two-phased $65 Mil plus project expanded the capacity of the City's WRF from 4.5 MGD to 8.0 MGD and provides for enhanced nutrient removal in the treatment process. Garney's proficiency in working within existing treatment plants was evident through their ability to successfully maintain plant operations throughout construction. Additionally, we commend Garney's ability to continually pursue Value Engineering solutions while effectively driving project schedules to meet Consent Decree milestones.

Garney's pre-construction capabilities were equally impressive due to their extensive CMAR experience. Their team provided support and guidance to the City in successfully securing a $66M State Revolving Fund loan and $3M federal grant from the Florida Water Management District. Their preconstruction team provided an impressive avenue for savings by recommending an owner direct purchase of over $16M worth of equipment which created $1M in tax savings. The Garney + Tetra Tech team then worked collaboratively to develop another $3M of value engineering savings, totaling a combined $4M in savings that was returned to the City and incorporated into the project as additional scope.

I appreciate the dedication that the Garney team brought to our job each and every day, from design development through construction and start-up of our new 8.0 MGD WRF plant. They consistently looked for ways to save costs and time, without sacrificing a successful outcome. I am confident that Garney Construction's experience and professionalism will benefit your project, and I recommend them without hesitation.

Sincerely,

Glen Brooks

Water Resources Operation Manager
City of Apopka, Florida 32703

Office: 407-703-1731

GBROOKS@Apopka.Net

Garney Construction
Attn: Scott Reuter, PE, Director
370 East Crown Point Road
Winter Garden, FL 34787

July 30, 2019

SUBJECT: LETTER OF RECOMMENDATION – SOUTHWEST WATER RECLAMATION FACILITY (CMAR)

Dear Mr. Reuter:

As Utilities Director for the City of North Port, Florida, I have had the pleasure of working with Garney Construction on our new 2.0 MGD wastewater reclamation facility. Garney's involvement as the Construction Manager-at-Risk (CMAR) role and self-performing construction were pivotal to the project's success. This project included the construction of a headworks, grit facilities, odor control system, membrane diffuser with turbo blowers, two secondary clarifiers, aerobic course bubble diffuser, two deep bed filters, chemical feed facilities, chlorine disinfection, effluent pump station, reject storage tank, centrifuge solids dewatering system, and an operations building.

As the CMAR, Garney was responsible for collaboration between the West Villages Improvement District (Owner) and the City of North Port Utilities (end user), in order to unite the goals and objectives of each stakeholder involved in the project. By leading the preconstruction and construction phase services, Garney was able to provide a facility which exceeds the operational expectations of the City while minimizing the cost impact to the District – a result of the Garney Team's commitment to the goals and objectives of all parties.

Garney's Senior Project Manager, Max Glynn, and Superintendents, Rico Arus and John Kenny, were real partners throughout the entire process and continually exuded a "team first" attitude. In particular, their ability to quickly deliver solutions on unforeseen challenges brought a tremendous value to the project. Max, Rico, and John were instrumental in resolving unforeseen electrical, instrumentation, structural, and mechanical issues throughout the project. Their approach was very much in the partnering spirit. They worked in collaboration with the City and Design Engineer to quickly mitigate major challenges. The cooperation and collaboration that the entire Garney Team brought to the table was greatly appreciated, especially with the accelerated project schedule and multiple stakeholders involved.

Garney's safety performance was equally impressive. I commend their field leadership and crews for their dedication to safety and quality of workmanship. Garney's safety first culture was certainly evident throughout the life of the project, which resulted in a project free of recordable safety incidents.

Garney Construction has exceeded expectations. I would offer my highest recommendation, and I hope to have the opportunity to work together on future projects. Please don't hesitate to contact me regarding the project or the high performance of Garney's personnel.

Sincerely,

Rick Newkirk
Utilities Director
City of North Port, Florida
6644 West Price Avenue
North Port, FL 34291
941.240.8010

Hillsborough County Florida

PUBLIC UTILITIES
PO Box 1110 Tampa, FL 33601-1110

BOARD OF COUNTY COMMISSIONERS
Ken Hagan
Pat Kemp
Lesley "Les" Miller, Jr.
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Mariella Smith
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Michael S. Merrill
COUNTY ATTORNEY
Christine M. Beck
INTERNAL AUDITOR
Peggy Caskey

DEPUTY COUNTY ADMINISTRATOR
Lucia E. Garsys

July 17, 2020

DBIA Florida Region
Design-Build Project Awards
2020 Competition
Attn: Karen Wallace
PO Box 781172
Orlando, FL 32878-1172

Dear Awards Committee:

Hillsborough County is proud to endorse and support the submittal of the Northwest Regional Water Reclamation Facility Expansion Project in the 2020 DBIA Florida Region 7th Annual Design-Build Project Awards Competition.

The Northwest Regional Water Reclamation Facility Expansion Project was delivered under a single-source contract with a Design-Build Team led by *"Garney/Wharton Smith – A Joint Venture Committed to Serving the Northwest Communities"* that retained all risk for both cost and schedule. Tetra Tech was selected by the Garney/Wharton-Smith Joint Venture as the primary Engineer of Record for the Project, and McKim and Creed was selected by Hillsborough County to serve as the Design Criteria Professional (DCP) through construction and startup.

The Project Team successfully completed the $193.2 million project in April 2020. It was the largest single capital improvement project ever undertaken by Hillsborough County and was the linchpin in our overall Northwest Hillsborough Wastewater Consolidation Program which included four (4) overlapping design-build projects.

Hillsborough County selected the design-build delivery method for all the projects within our wastewater consolidation program. As the projects within the program overlapped, it was critical for us to maintain schedules and mitigate project delays. For the Northwest Regional Expansion project, we sought a seamless, collaborative team that would function as a single entity to manage our risks and facilitate collaboration between multiple internal and external stakeholders. The goals of all stakeholders were achieved by the Northwest Regional Expansion Project team by developing consensus-based decisions throughout all phases of the project. The team's teamwork and collaboration truly exemplified DBIA's Best Practices.

The team created a facility that improves the County's overall wastewater operation, functionality and treatment efficiencies; increases capacity; minimizes community impacts; and meets our region's wastewater needs through 2040.

It was of the utmost importance to the County that we minimized impacts to the surrounding neighborhoods as much as possible during this three-year construction project. The team did an outstanding job of listening to and responding to our residents' concerns about construction and operational noise, odor, traffic safety, and environmental impacts. As a result, we have a 30-mgd wastewater facility that is considered an asset to the community. In addition, this project improved public perception of the engineering and construction industry and enhanced our rapport with our wastewater customers.

The team worked together seamlessly, resolving challenges and incorporating value engineering innovations that netted over $10.8 million in added project value, all while meeting our budget and schedule goals, and maintaining existing plant treatment operations.

The team's commitment to safety was unparalleled. Field leadership and crews were dedicated to safety and quality of workmanship. The "safety first" culture was evident throughout the three-year project and resulted in minimal recordable safety incidents.

In April 2020, Hillsborough County was a finalist for the prestigious Earle B. Phelps Award from the Florida Water Environment Association. This award recognizes wastewater treatment facilities that have maintained the highest removal of major pollution-causing constituents prior to discharging treated effluent to receiving waters.

The execution of the NWRWRF expansion project has exceeded our expectations and Hillsborough County highly recommends this project for selection in the 2020 DBIA Florida Region 7th Annual Design-Build Project Awards Competition.

Sincerely,

Beth Schinella

Beth Schinella
Director
Water Resources Department

P: (813) 612-7761
M: (813) 368-2727
E: schinellab@hillsboroughcounty.org
W: 332 N. Falkenburg Rd. Tampa, FL 33619

Hillsborough County

601 E. Kennedy Blvd., Tampa, FL 33602



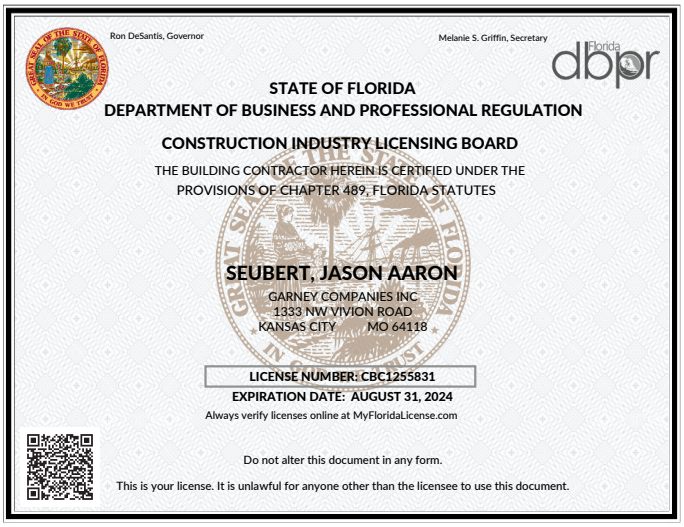
TAB 11

REQUIRED FORMS

TAB 11: REQUIRED FORMS

LICENSES

Garney is properly licensed to perform the activities or work required to construct the City of Wildwood WRF BNR Improvements project. Below are copies of the required licenses.



Ron DeSantis, Governor
Melanie S. Griffin, Secretary
Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

SEUBERT, JASON AARON
GARNEY COMPANIES INC
1333 NW VIVION ROAD
KANSAS CITY MO 64118

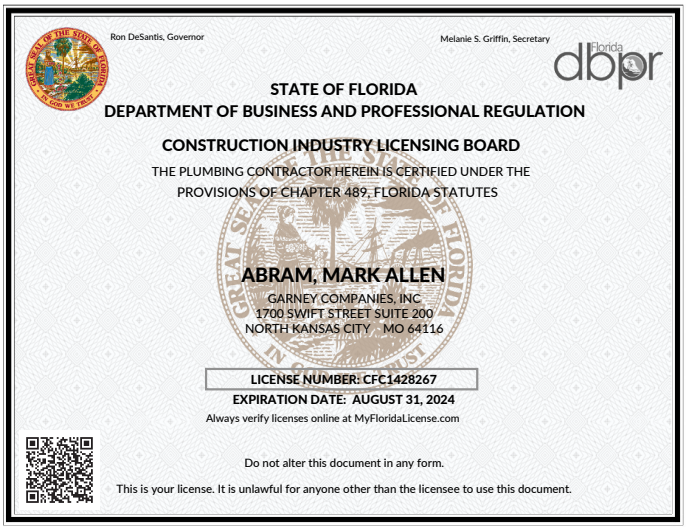
LICENSE NUMBER: CBC1255831
EXPIRATION DATE: AUGUST 31, 2024
Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

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

Building Contractor License

License #: *CBC1255831*
Expiration Date: *August 31, 2024*



Ron DeSantis, Governor
Melanie S. Griffin, Secretary
Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

ABRAM, MARK ALLEN
GARNEY COMPANIES, INC
1700 SWIFT STREET SUITE 200
NORTH KANSAS CITY MO 64116

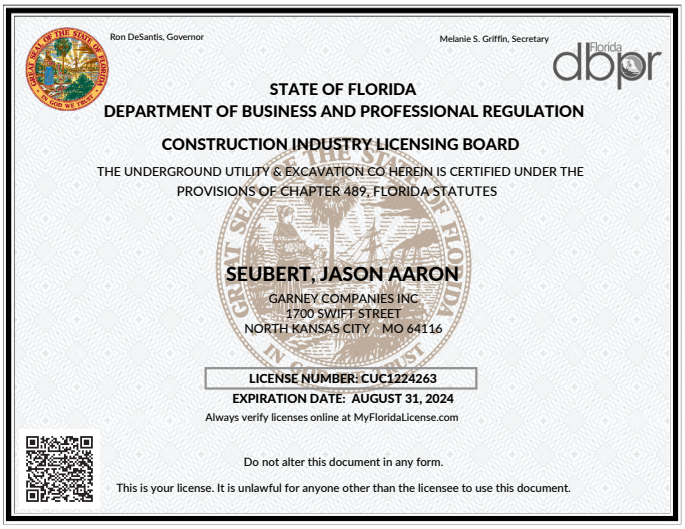
LICENSE NUMBER: CFC1428267
EXPIRATION DATE: AUGUST 31, 2024
Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

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

Plumbing Contractor License

License #: *CFC1428267*
Expiration Date: *August 31, 2024*



Ron DeSantis, Governor
Melanie S. Griffin, Secretary
Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

SEUBERT, JASON AARON
GARNEY COMPANIES INC
1700 SWIFT STREET
NORTH KANSAS CITY MO 64116

LICENSE NUMBER: CUC1224263
EXPIRATION DATE: AUGUST 31, 2024
Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

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

Underground Utility & Excavation Co License

License #: *CUC1224263*
Expiration Date: *August 31, 2024*



State of Florida
Department of State

I certify from the records of this office that GARNEY COMPANIES, INC. is a Missouri corporation authorized to transact business in the State of Florida, qualified on September 11, 1987.

The document number of this corporation is P15940.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on January 19, 2023, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Nineteenth day of January, 2023

Secretary of State

Tracking Number: 4200734093CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

State of Florida Certificate of Authority

Expiration Date: *December 31, 2023*



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

ABRAM, MARK ALLEN
GARNEY COMPANIES INC
1700 SWIFT STREET SUITE 200
NORTH KANSAS CITY MO 64116

LICENSE NUMBER: CGC1515632
EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

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

General Contractor License

License #: *CGC1515632*
Expiration Date: *August 31, 2024*

FORM 2

PROPOSER'S CERTIFICATION

Submit To: **City of Wildwood** **100 N Main Street** **Wildwood, FL 34785** **352-330-1330**	**CITY OF WILDWOOD** **REQUEST FOR QUALIFICATON (RFQ) CERTIFICATION** **AND ADDENDA ACKNOWLEDGMENT**

DUE DATE: November 10, 2023	**DUE TIME:** 11:00 AM EDT	**RFQ # 2024-04**

TITLE: CMAR Services – Wildwood WRF Expansion and BNR Improvements

FIRM NAME: Garney Companies, Inc.	**PHONE NUMBER:** 407.468.3975
FIRM MAILING ADDRESS: 370 East Crown Point Road	**FAX NUMBER:** N/A
CITY/STATE/ZIP: Winter Garden, FL 34787	**E-MAIL ADDRESS:** ewagner@garney.com

"I, the undersigned, certify that I have reviewed the addenda listed below (list all addenda received to date). I understand that timely commencement will be considered in award of this RFQ and that cancellation of award will be considered if commencement time is not met, and that untimely commencement may be cause for termination of contract. I further certify that the services will meet or exceed the RFQ requirements. I, the undersigned, declare that I have carefully examined the RFQ, specifications, terms and conditions as applicable for this Request, and that I am thoroughly familiar with all provisions and the quality and type of coverage and services specified. I further declare that I have not divulged, discussed, or compared this RFQ with any other Offeror and have not colluded with any Offerors or parties to an RFQ whatsoever for any fraudulent purpose."

Addendum #	Addendum #	Addendum #	Addendum #	Addendum #

"I certify that this quote is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an RFQ for the same material, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this RFQ and certify that I am authorized to sign this response and that the offer is in compliance with all requirements of the RFQ, including but not limited to certification requirements. In conducting offers with an agency for the CITY OF WILDWOOD, Respondent agrees that if this RFQ is accepted, the Respondent will convey, sell, assign, or transfer to the City of Wildwood all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States for price fixing relating to the particular commodities or services purchased or acquired by the CITY. At the CITY'S discretion, such assignment shall be made and become effective at the time the purchasing agency renders final payment to the Respondent."

Eric C. Wagner
Authorized Agent's Name (Print)

Authorized Agent's Signature — November 10, 2023 (Date)

Director – Plant Southeast
Authorized Agent's Title (Print)

This document must be completed and returned with your Submittal

FORM 3

QUALIFICATIONS FORM FOR CITY OF WILDWOOD

Name of Firm Submitting Qualifications Garney Companies, Inc.

Name of Person Submitting Qualifications Eric C. Wagner, Director – Plant Southeast

PROPOSER ACKNOWLEDGMENT

"The undersigned hereby declares that he/she has informed himself/herself fully regarding all conditions to the work to be done, and that he/she has examined the RFQ and Specifications for the work and comments hereto attached. The Firm proposes and agrees, if this submission is accepted, to contract with the City of Wildwood to furnish all necessary materials, equipment, labor, and services necessary to complete the work covered by the RFQ and Contract Documents for this Project. The Firm agrees to accept in full compensation for each item the prices named in the schedules incorporated herein."

Eric C. Wagner, Director – Plant Southeast

Signature

November 10, 2023

Date

RFQ #2024-04

RFQ Number

[X] Check if exception(s) or deviation(s) to Specifications. Attach separate sheet(s) detailing reason and type for the exception or deviation.

This document must be completed and returned with your Submittal

EXCEPTION(S) OR DEVIATION(S) TO SPECIFICATIONS

Garney's Corporate Counsel has reviewed the 118-page "Request for Qualifications: Construction Manager at Risk Services (RFQ #2024-04) Wildwood WRF BNR Improvements" which constitutes the entirety of the available documents for this solicitation and offers the following comments. We are excited at the possibility of being selected as the CMAR for the City of Wildwood on this very important project, however we would be remiss to not share these comments prior to a selection being made. Our commitment is to negotiate with the City of Wildwood in good faith for a mutually agreeable, fair and reasonable contract, as is appropriate for a CMAR delivery method, and to do so in a timely manner if selected.

Garney's comments are as follows:

1. As a general matter, the RFQ document does not include General Conditions that we typically see on CMAR agreements used to address, among several other things: (i) how changes to the Work can be made and resulting adjustments to the contract price and/or time; (ii) our indemnity obligations; (iii) what happens in the event of suspension, termination for cause and/or termination for convenience; (iv) delays that are within our control and which are not in our control (including Force Majeure events); (v) payment provisions; (vi) any limitations, waivers and/or caps on liability (including consequential damages); (vii) warranties; and (viii) claims and dispute resolution procedures. We recommend using the General Conditions published by the Water Collaborative Delivery Association for CMAR projects, which we believe serve as a good baseline for General Conditions.

2. Comments with respect to the RFQ:

   a. Section 10: Standard Insurance Requirements

      i. 10.3 – The $25,000 self-insured retention / deductible number is not commercially acceptable. Extremely low deductibles can add significant cost to the insurance program. Garney recommends a $750,000 deductible value.

      ii.10.6 – Garney's Umbrella or Excess policies do not have a SIR or Deductible.

      iii. 10.7 – Professional Liability is not applicable to Garney as a CMAR.

      iv. 10.9 Indemnification: This must be modified. Garney's indemnity obligations should only arise for third-party claims for personal injury or property damage (other than to the Work itself), but *only to the extent caused by our* negligent acts or omissions. This provision, as currently worded, states our indemnity obligations arise whether we are negligent in whole or any part.

3. Comments with respect to Appendix B: Required Forms to be Submitted:

   a.Form 4: Statement of Terms and Conditions for RFPs, RFQs, and Bids

      i. Indemnification: See comment above at 10.9. This provision must be modified for the same reasons.

   b. Form 5: Hold Harmless Agreement

      i. First Paragraph: for the same reasons with respect to indemnity, this paragraph must be modified such that Garney's agreement to hold City harmless for third-party claims for bodily injury / property damage shall apply *only to the extent of our* negligent acts or omissions.

   c. Signatures provided on Forms 4 and 5 are contingent upon changes being made as noted herein, and in conjunction with negotiation of a mutually agreeable, fair and reasonable CMAR contract.

FORM 4

Statement of Terms and Conditions For RFPs, RFQs, and Bids

UBLIC ENTITY CRIME: A person or affiliate who has been placed on the convicted vendor list following a onviction for a public entity crime may not submit a qualifications/Bid on a contract to provide any goods or rvices to a public entity, for the construction or repair of a public building or public work, may not submit ualifications/Bids on leases of real property to a public entity, may not be awarded or perform work as a onsultant, supplier, subconsultant, or consultant under a contract with any public entity, and may not transact usiness with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY WO for a period of 36 months from the date of being placed on the convicted vendor list.

DEMNIFICATION: The consultant shall indemnify and hold harmless the City of Wildwood and their elected fficials, employees, agents, representatives, and volunteers from and against any and all claims, damages, sses and expenses, (including legal costs), or liabilities based on third party claims of injury to persons or amage to property arising out of or resulting, in whole or in part, from a negligent act or omission or willful isconduct of consultant or its employees, Subcontractors, agents or representatives.

ROHIBITION OF LOBBYING: During the blackout period which is, the period between the time the ubmittals for Invitation to Bid or the Request for Proposals, or Qualifications, or information, as applicable, e received at Contracts / Purchasing and the time the City awards the contract, no proposer, no lobbyist, rincipal, or other person may lobby, on behalf of a competing party in a particular procurement matter, any ember of the City, or any City employee other than Jason McHugh in writing via email to jmchugh@wildwood-gov. Violation of this provision may result in disqualification of violating party. All questions regarding this equest for Proposals (RFQ) or Invitation to Bid (BID) must be submitted in writing to the contact listed in the olicitation or the City Clerk.

NTI TRUST LAWS: By submission of a signed RFQ or BID, the successful vendor acknowledges ompliance with all antitrust laws of the United States and the State of Florida, in order to protect the public om restraint of trade, which illegally increases prices.

ONFLICT OF INTEREST: The award of the contract hereunder is subject to the provisions of Chapter 112 f the Florida Statutes. Vendors shall disclose the name of any Officer, Director, Partner, Associate, or Agent ho is also an Officer, Appointee, or Employee of any of the City's at the time of the RFP, RFQ or BID, or at e time of occurrence of the Conflict of Interest thereafter.

NTERPRETATION, CLARIFICATIONS AND ADDENDA: No oral interpretations will be made to any vendor s to the meaning of the RFQ/BID Contract Documents. Any inquiry or request for interpretation received by ason McHugh via email to jmchugh@wildwood-fl.gov before the date listed herein will be given consideration. ll such changes or interpretations will be made in writing in the form of an addendum and, if issued, will be stributed at or after the Pre-Proposals/Pre-Bid Conference, mailed or sent by available or electronic means all attending prospective Submitters prior to the established RFQ/BID opening date. Each respondent shall cknowledge receipt of such addenda in the space provided. In case any Proposer/Bidder fails to cknowledge receipt of such addenda or addendum, his offer will nevertheless be construed as though it had een received and acknowledged and the submission of his bid will constitute acknowledgment of the receipt f same. All addenda are a part of the RFQ/BID FORMS and each Proposer/Bidder will be bound by such ddenda, whether or not received by him. It is the responsibility of each proposer/bidder to verify that he has ceived all addenda issued before RFQ's/BID's are opened. In the case of unit price items, the quantities of ork to be done and materials to be furnished under this RFP/RFQ/BID Contract are to be considered as pproximate only and are to be used solely for the comparison of RFP's/RFQ's/BID's received. The City nd/or his consultant do not expressly or by implication represent that the actual quantities involved will rrespond exactly therewith; nor shall the Vendor plead misunderstanding or deception because of such stimate or quantities of work performed or material furnished in accordance with the Specifications and/or rawings and other Proposals/Bid Documents, and it is understood that the quantities may be increased or minished as provided herein without in any way invalidating any of the unit or lump sum prices bid.

OVERNING LAWS AND REGULATIONS: The vendor is required to be familiar with and shall be responsible r complying with all federal, state and local laws, ordinances, rules and regulations that in any manner affect e work.

ROPRIETARY/CONFIDENTIAL INFORMATION: Vendors are hereby notified that all information submitted s part of, or in support of RFP's/RFQ's/BID's, will be available for public inspection ten days after opening of e RFQ's/BID's or until a short list is recommended whichever comes first, in compliance with Chapter 119, nd 287 of the Florida Statutes. All RFP's/RFQ's/Bids submitted in response to this solicitation become the roperty of the City. Unless information submitted is proprietary, copy written, trademarked, or patented, the ity reserves the right to utilize any or all information, ideas, conceptions, or portions of any RFP/RFQ/BID, in s best interest.

AXES: The City of Wildwood is exempt from any taxes imposed by the State and/or Federal Government. xemption certificates will be provided upon request.

ON-COLLUSION DECLARATION: By signing this RFQ/BID, all Vendors shall affirm that they shall not ollude, conspire, connive or agree, directly or indirectly, with any other Proposer, firm, or person to submit a ollusive or sham Proposals in connection with the work for which their RFP/RFQ/BID has been submitted; or refrain from Bidding in connection with such work; or have in any manner, directly or indirectly, sought by erson to fix the price or prices in the RFP/RFQ/BID or of any other Bidder, or to fix any overhead, profit, or ost elements of the RFQ/BID price or the RFP/RFQ/BID price of any other Bidder, or to secure through any ollusion, conspiracy, connivance, or unlawful agreement any advantage against any other Bidder, or any erson interested in the proposed work.

ROPOSER RESPONSIBILITY: Invitation by the City's to vendors is based on the recipient's specific request r as the result of response by the public to the legal advertisements required by State law. Firms or individuals ubmit their responses on a voluntary basis, and therefore are not entitled to compensation of any kind.

ITYSHIP OF SUBMITTALS: All responses, inquiries or correspondence relating to or in reference to this FQ/BID, and all other reports, charts, displays, schedules, exhibits and other documentation submitted by e vendors will become the property of the City. Reference to literature submitted with a previous FP/RFQ/BID will not relieve the Bidder from including any required documents with this RFP/RFQ/BID.

XAMINATION OF BID DOCUMENTS: Each Bidder shall carefully examine the RFP/RFQ/BID Document to nsure all pages have been received, all drawings and/or Specifications and other applicable documents are cluded, and shall inform himself thoroughly regarding any and all conditions and requirements that may in ny manner affect cost, progress or performance of the work to be performed under the Contract. Ignorance n the part of the FIRM will in no way relieve him of the obligations and responsibilities assumed under the ontract.

ENDOR RESPONSIBILITY: Vendors are fully and completely responsible for the labeling, identification and elivery of their submittals. The City of Wildwood will not be responsible for any mislabeled or misdirected ubmissions, nor those handled by delivery persons, couriers, or the US Postal Service.

RUG FREE WORKPLACE: **All Proposers/Bidders shall submit the enclosed, duly signed and otarized form entitled "Drug Free Workplace Certificate". The Drug Free Workplace Vendor shall ave the burden of demonstrating that his program complies with Section 287.087 of the Florida tatutes, and any other applicable state law.**

This document must be completed and returned with your Submittal

THE CITY OF WILDWOOD is a political subdivision of the State of Florida, and reserves the right to cancel a RFQ and to reject any and/or all submittals, reserve the right to waive any and all informalities or irregularities to re-advertise with either the identical or revised specifications, and reserve the right to award contracts and/ in the best interest of the City. Submittals not meeting stated minimum terms and qualifications may be rejecte by the City as non-responsive. The City reserves the right to reject any or all submittals without cause. The Cit reserves the right to reject the submission of any Vendor in arrears or in default upon any debt or contract to th City, or who has failed to perform faithfully any previous contract with the City's or with other governmenta agencies.

PUBLIC RECORDS LAW: Correspondence, materials and documents received pursuant to this RFQ/Bi become public records subject to the provisions of Chapter 119, Florida Statutes.

VERIFICATION OF TIME: Verizon time is hereby established as the Official Time of the City's.

PREPARATION OF PROPOSALS/BIDS:

Signature of the Bidder: The Bidder must sign the RFQ/BID FORMS in the space provided for the signature If the Proposer/Bidder is an individual, the words "doing business as _____," must appear beneat such signature. In the case of a partnership, the signature of at least one of the partners must follow the firm name and the words, "Member of the Firm" should be written beneath such signature. If the Proposer/Bidder a corporation, the title of the officer signing the RFQ/BID on behalf of the corporation must be stated and evidenc of his authority to sign the RFQ/BID must be submitted. The Proposer/Bidder shall state in the RFQ/BID FORM the name and address of each person interested therein.

Basis for Bidding: The price proposed for each item shall be on a lump sum or unit price basis according t specifications on the RFP/RFQ/BID FORM. The proposed prices shall remain unchanged for the duration of th Contract and no claims for cost escalation during the progress of the work will be considered, unless otherwis provided herein.

Total Proposed Price/Total Contract Sum Proposed: If applicable, the total price bid for the work shall be th aggregate of the lump sum prices proposed and/or unit prices multiplied by the appropriate estimated quantitie for the individual items and shall be stated in figures in the appropriate place on the RFP/RFQ/BID FORM. there is a discrepancy on the RFP/RFQ/BID FORM due to unit price extensions or additions, the correcte extensions and additions shall be used to determine the project bid amount.

TABULATION: Those wishing to receive an official tabulation of the results of the opening of this RFP/RFQ/BI are to submit a self-addressed, stamped business size (No. 10) envelope, prominently marked on the front lowe left side, with the RFQ identification. Tabulation requested by telephone, fax or electronic media will not b accepted.

OBLIGATION OF WINNING BIDDER: The contents of the RFP/RFQ/BID of the successful proposer/bidder w become contractual obligations if acquisition action ensues. Failure of the successful Proposer/Bidder to accep these obligations in a contract may result in cancellation of the award and such vendor may be removed fro future participation.

AWARD OF BID: It is the City's intent to select a vendor within **sixty (60) calendar days** of the deadline fo receipt of Proposals/Qualifications/Bids. However, Proposals/Qualifications/Bids must be firm and valid for awar for at least **ninety (90) calendar days** after the deadline for receipt of the RFP/RFQ/BID.

ADDITIONAL REQUIREMENTS: The firms shall furnish such additional information as the City may reasonab require. This includes information which indicates financial resources as well as ability to provide the service The City reserves the right to make investigations of the qualifications of the firm as it deems appropriate.

PREPARATION COSTS: The City shall not be obligated or be liable for any costs incurred by Proposers/Bidde prior to issuance of a contract. All costs to prepare and submit a response to this RFP/RFQ/BID shall be born by the Proposer/Bidder.

TIMELINESS: All work will commence upon authorization from the City's representative. All work will proce in a timely manner without delays. The Consultant shall commence the work UPON RECEIPT OF NOTICE T PROCEED and/or ORDER PLACED (PURCHASE ORDER PRESENTED) and shall deliver in accordance t the terms and conditions outlined and agreed upon herein.

DELIVERY: All prices shall be FOB Destination, Sumter County, Florida, inside delivery unless otherwis specified.

ADDITIONAL SERVICES/PURCHASES BY OTHER PUBLIC AGENCIES ("PIGGY-BACK"):
The Vendor by submitting a Bid acknowledges that other Public Agencies may seek to "Piggy-Back" under th same terms and conditions, during the effective period of any resulting contract -- services and/or purchase being offered in this Bid, for the same prices and/or terms proposed. Vendor has the option to agree or disagre to allow contract Piggy-Backs on a case-by-case basis. Before a Public Agency can Piggy-Back any contrac the Agency must first obtain the vendor's approval – without the vendor's approval, the seeking Agency cannot Piggy-Back.

PLANS, FORMS & SPECIFICATIONS: Bid Packages are available from the City Clerk. These packages ar available for pickup or by mail. If requested to mail, the Proposer/Bidder must supply a courier account numbe (UPS, FedEx, etc.). Proposers/Bidders are required to use the official RFP/RFQ/BID FORMS, and a attachments itemized herein, are to be submitted as a single document. Any variation from the minimum specifications must be clearly stated on the RFQ/BID FORM and/or Exceptions/Deviations Sheet(s). Only on set of plans, forms, and specifications will be furnished each company or corporation interested in submitting Proposals/bid. RFQ/BID FORM documents for this project are free of charge and are available on-line and ar downloadable.

MANUFACTURER'S NAME AND APPROVED EQUIVALENTS: Any manufacturer's names, trade name brand names, information and/or catalog numbers listed in a specification are for information and not intende to limit competition unless otherwise indicated. The Proposer/Bidder may offer any brand for which he is a authorized representative, which meets or exceeds the RFP/RFQ/BID specification for any item(s). RFQ's/BID's are based on equivalent products, indicate on the RFP/RFQ/BID FORM the manufacturer's produc name and literature, and/or complete specifications. Reference to literature submitted with a previou RFP/RFQ/BID will not satisfy this provision. The Proposer/Bidder shall explain in detail the reason(s) why th proposed equivalent will meet the specifications and not be considered an exception thereto. RFP/RFQ's/BID which do not comply with these requirements are subject to rejection. RFP/RFQ's/BID's lacking any writte indication of intent to quote an alternate brand will be received and considered in complete compliance with th specifications as listed on the RFQ/BID FORM. The City is to be notified, in writing, of any proposed changes i materials used, manufacturing process, or construction. However, changes shall not be binding upon the Ci unless evidenced by a Change Notice issued and signed by the City or designated representative.

QUANTITIES: The quantities as specified in this RFP/RFQ/BID are estimates only and are not to be construe as guaranteed minimums.

SAMPLES: Samples of items, when called for, shall be furnished free of expense, and if not destroyed may upon request, be returned at the Proposer's/Bidder's expense. Each sample shall be labeled with th Proposer's/Bidder's name, manufacturer brand name and number, RFP/RFQ/BID number and item reference Samples of successful Proposer's/Bidder's items may remain on file for the term of the contract. Request fo return of samples shall be accompanied by instructions which include shipping authorization and must b received at time of opening. Samples not returned may be disposed of by the City within a reasonable time a deemed appropriate.

DOCUMENT RE-CREATION: Vendor may choose to re-create any document(s) required for this solicitation bu must do so at his own risk. All required information in the original City format must be included in any re-create document. Submittals may be deemed non-responsive if required information is not included in any re-create document.

ACKNOWLEDGED:

Eric C. Wagner, Director – Plant Southeast

(Signature and Date)

FORM 5

HOLD HARMLESS AGREEMENT

The Firm agrees to hold the City of Wildwood harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use of property arising out of or resulting, in whole or in part, from a negligent act or omission or willful misconduct of consultant or its employees, Subcontractors, agents or representatives.

The Firm shall purchase and maintain workers' compensation insurance for all workers' compensation insurance and employers' liability in accordance with Florida Statute Chapter 440.

The Firm shall also purchase any other coverage required by law for the benefit of employees.

Required insurance shall be documented in Certificates of Insurance and shall be provided to the City representative requesting the service.

By signature upon this form the Firm stipulates that he/she agrees to the Hold Harmless Agreement, and to abide by all insurance requirements.

Garney Companies, Inc.	Eric C. Wagner, Director – Plant Southeast
Firm – Print Name	**Firm – Authorized Signature**
Construction Manager at Risk (CMAR) Services – Wildwood WRF BNR Improvements	November 10, 2023
Project Name	**Date**

The effective date of this Hold Harmless Agreement shall be for the duration of this project.

This document must be completed and returned with your Submittal

FORM 6

DRUG FREE WORKPLACE CERTIFICATION

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that,

Garney Companies, Inc.
(print or type name of Firm)

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace named above and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under RFQ or bid, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under RFQ or bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, please or guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the drug free workplace program.
- "As a person authorized to sign this statement, I certify that the above-named business, firm or corporation complies fully with the requirements set forth herein".

Eric C. Wagner, Director – Plant Southeast
Authorized Signature

November 10, 2023
Date Signed

State of: Florida

County of: ORANGE

Sworn to and subscribed before me this 10 day of November, 2023

Personally known X or Produced Identification _____
(Specify Type of Identification)

Tracy Winsor
Signature of Notary

My Commission Expires 12/7/2024

(seal)

TRACY WINSOR
MY COMMISSION # HH 47218
EXPIRES: December 7, 2024
Bonded Thru Notary Public Underwriters

This document must be completed and returned with your Submittal

FORM 7

SWORN STATEMENT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES FORM

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to City of Wildwood

   By Eric C. Wagner, Director – Plant Southeast
   {print individual's name and title}

   for Garney Companies, Inc.
   {print name of entity submitting sworn statement}

   whose business address is 370 East Crown Point Road, Winter Garden, FL 34787

   and (if applicable) its Federal Employer Identification Number (FEIN) is 44-0658613 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:_____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

   c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **{indicate which statement applies.}**

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **{attach a copy of the final order}**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Eric C. Wagner, Director – Plant Southeast

{signature}

November 10, 2023

{date}

State of Florida

County of Orange

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Eric C. Wagner, Director – Plant Southeast, who after first being sworn by me, affixed his/her signature in the space provided above on this 10 day of November, 2023.

Attest: Tracy Winsor
Notary Public

My commission expires: 12/7/2024

(Notary Seal)

TRACY WINSOR
MY COMMISSION # HH 47218
EXPIRES: December 7, 2024
Bonded Thru Notary Public Underwriters

This document must be completed and returned with your Submittal

8

FORM 8

CONFLICT OF INTEREST DISCLOSURE FORM

I HEREBY CERTIFY that

1. I *(printed name)* Eric C. Wagner am the *(title)* Director– Plant Southeast and the duly authorized representative of the firm of *(Firm Name)* Garney Companies, Inc. whose address is 370 East Crown Point Road, Winter Garden, FL 34787, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,

2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,

3. This bid qualification is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid qualification for the same services and is in all respects fair and without collusion or fraud.

EXCEPTIONS (List)

Signature: Eric C Wagner

Printed Name: Eric C. Wagner, Director– Plant Southeast

Firm Name: Garney Companies, Inc.

Date: November 10, 2023

State of Florida

County of ORANGE

Sworn to and subscribed before me this 10 day of November 20 23

Personally Known X
OR Produced Identification _____, Type of Identification _____

My Commission Expires 12/7/2024

Tracy Winsor

TRACY WINSOR
MY COMMISSION # HH 47218
EXPIRES: December 7, 2024
Bonded Thru Notary Public Underwriters

(Printed, typed or stamped commissioned name of notary)

This document must be completed and returned with your Submittal

FORM 9

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES' LISTS PURSUANT TO FLORIDA STATUTES, SECTION 187.135

Respondent Vendor Name: Garney Companies, Inc.

Name of Company: Garney Companies, Inc.

FEIN: 44-0658613

Authorized Representative's Name and Title: Eric C. Wagner

Director – Plant Southeast

Address: 370 East Crown Point Road, Winter Garden, FL 34787

Phone Number: Email Address: 407.877.5903 – ewagner@garney.com

Florida Statutes, Sections 287.135, prohibits Florida municipalities from contracting with companies, for goods or services over $1,000,000, that are on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List engaged in any Business operations with Cuba or Syria or which are on the list of Scrutinized Companies that Boycott Israel.

The list of "Scrutinized Companies" is created pursuant to Florida Statutes, Section 215.473. A copy of the current list of "Scrutinized Companies" can be found at the following link:

https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates/QuarterlyReports.aspx

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

I understand and agree that the City may immediately terminate any contract resulting from this solicitation if the company referenced above is found to have submitted a false certification related to the Scrutinized Companies that Boycott Israel List, engaging in a boycott of Israel, the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or engaging in business operations in Cuba or Syria.

Certified By: Eric C Wagner
Authorized Signature

Print Name: Eric C. Wagner

Print Title: Director – Plant Southeast

This document must be completed and returned with your Submittal

FORM 10

PROPOSER'S QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

% Completed	Project	Contract Amount
See table on following page for list of relevant major work presently under contract.		$
		$
		$

LIST CURRENT PROJECTS FOR WHICH YOU ARE THE CANDIDATE FOR AWARD:

N/A

OTHER INFORMATION ABOUT PROJECTS:

N/A

Has Proposer, at any time, failed to complete a contract?
☐ Yes ☒ No

STATEMENT OF LITIGATION:

Are there any judgments, claims or suits pending or outstanding by or against you?
☐ Yes ☒ No

Attach detailed explanation as required under Tab IV of Response Format.

CONTRACT VALUES:

List total value of contracts for work completed on similar projects in the past five (5) years, whether as an individual firm or as part of a joint venture. **Values must be listed individually by contract or project and then summarized as a total dollar amount.**

$ _____ Total Value for PAST completed and similar project $1,545,469,264

$ _____ Total Value for PAST completed and similar project

Attach additional page if necessary.

CURRENT WORKLOAD

Project / Client	Location	Size (Total MGD Installed)	Cost	Scheduled Substantial Completion Date	Scheduled Financial Completion Date
Howard F. Curren AWTP Master Plan Improvements Phase I (PDB) / City of Tampa	Tampa, FL	96MGD	$254M	12/2023	12/2023
Conway WTP GAC & Chlorine Conversion (CMAR) / OUC	Orlando, FL	20MGD	$20.9M	1/2024	1/2024
David L. Tippin Water Treatment Facility Chemical System Improvements(PDB) / City of Tampa	Tampa, FL	20MGD	$45M	6/2024	6/2024
Embassy Hills WWTP Rehabilitation and Improvements (CMAR) / Pasco County Utilities	Port Richey, FL	3MGD	$16M	7/2024	7/2024
Southwest WRF Expansion Project (CMAR) / JEA	Jacksonville, FL	4MGD	$114M	9/2024	10/2024
Gibson Place Utility Company WWTP #1 Phase 2 (PDB) / Arnett Environmental	Wildwood, FL	2MGD	$21M	8/2025	8/2025
Bee Ridge WRF Expansion & Conversion to AWT (CMAR) / Sarasota County	Sarasota, FL	6MGD	$254M	12/2025	3/2026
Southeast Lower Floridan Aquifer (LFA) Wellfield Project Phase 1 (CMAR) / PRWC	Lake Wales, FL	7.5MGD	$460M	10/2026	12/2026
Venice Gardens WRF Expansion/ Conversion to AWT (CMAR) / Sarasota County	Venice, FL	3MGD	$75M	6/2028	8/2028
DLTWTF Master Plan Projects Implementation / City of Tampa	Tampa, FL	60MGD	$300M	8/2030	11/2030

REFERENCES:

Bank(s) Maintaining Account(s): Commerce Bank: 1000 Walnut, 17th Floor Kansas City, MO 64106

Surety/Underwriter: (if required): Co-Surety between The Continental Insurance Company and Liberty Mutual Insurance Company, C/O Arthur J. Gallagher for anything over $1M.

Other References: (Use additional sheets if necessary)

Aurthur J. Gallagher – Contact: Brian Cooper Brian_Cooper@ajg.com

TYPE OF FIRM:

☒ Corporation: If firm is a corporation, please list state in which it is incorporated: . If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida. Years in business: Incorporated: Missouri
Years in Business: 62

☐ Partnership/Years in Business:

☐ Sole Proprietorship/Years in Business:

☐ Other: Please list:

Garney Companies, Inc.	370 East Crown Point Road
Company	Address
Authorized Signature	Winter Garden, FL 34787
Eric C. Wagner, Director – Plant Southeast	City, State, Zip Code
Printed Name & Title	407.468.3975
	Telephone No.
ewagner@garney.com	N/A
E-mail	Fax No.

This document must be completed and returned with your Submittal

FORM 11

DECLARATION STATEMENT

City of Wildwood
100 North Main Street
Wildwood, FL 34785

RE: RFQ #2024-04 , Wildwood WRF BNR Improvements

Dear Mayor and City Commission Members:

The undersigned as Proposer, or on behalf of Proposer, declares that this Response is submitted without any other understanding, agreement or connection with any person, corporation, or firm submitting a Response for the same purpose and that the Response is in all respects fair and without collusion or fraud.

The undersigned as Proposer, or on behalf of Proposer, further declares that this Response is in compliance in every respect with all the Instructions to Proposers issued prior to the opening of the Responses.

The undersigned as Proposer, or on behalf of Proposer, if selected, agrees to commence negotiations in good faith and execute an appropriate City document for the purpose of establishing a formal contractual relationship with the City for the performance of all requirements to which the Response pertains as set forth in **RFQ #2024-04 , "WILDWOOD WRF BNR IMPROVEMENTS".**

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 10 day of November, 2023 in the City of Winter Garden, in the State of Florida.

Garney Companies, Inc. Company	370 East Crown Point Road Address
 Authorized Signature	Winter Garden, FL 34787 City, State, Zip Code
Eric C. Wagner, Director – Plant Southeast Printed Name & Title	407.468.3975 Telephone No.
ewagner@garney.com E-mail	N/A Fax No.

This document must be completed and returned with your Submittal

FORM 12

NON-COLLUSION AFFIDAVIT OF THE PRIME QUALIFIER

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

State of Florida

County of

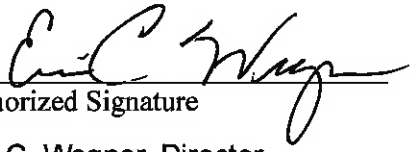
Eric C. Wagner, being first duly sworn, deposes and says that:

I am the Director – Plant Southeast of Garney Companies, Inc., (Proposer) which has submitted a Response to City of Wildwood, FL, RFQ #2024-04.

I am fully informed respecting the preparation and contents of the Response to RFQ #2024-04, and of all pertinent circumstances respecting such Response.

Neither the Proposer nor any of its officers, partners, owners, agent representatives, employees or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other proposer, firm or person, to fix the price or prices in the Proposer's Response to RFQ #2024-04, or that of any other proposer, or to fix any overhead, profit or cost element of the Response price or the price of any other proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Wildwood, FL.

The price or prices quoted in the Proposer's Response to RFQ #2024-04, are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant.

Garney Companies, Inc. Company	370 East Crown Point Road Address
 Authorized Signature	Winter Garden, FL 34787 City, State, Zip Code
Eric C. Wagner, Director – Plant Southeast Printed Name & Title	407.468.3975 Telephone No.
ewagner@garney.com E-mail	N/A Fax No.

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization.

of Eric C. Wagner, as Director – Plant Southeast,

of Garney Companies, Inc., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this day of November 10, 2023.

(stamp)

TRACY WINSOR
MY COMMISSION # HH 47218
EXPIRES: December 7, 2024
Bonded Thru Notary Public Underwriters

Tracy Winsor
NOTARY PUBLIC

This document must be completed and returned with your Submittal

FORM 13

ACKNOWLEDGEMENTS

RFQ #2024-04

"CONSTRUCTION MANAGER AT RISK (CMAR) SERVICES –
WILDWOOD WRF BNR IMPROVEMENTS"

To: City of Wildwood
100 North Main Street
Wildwood, FL 34785

Garney Companies, Inc. (Proposer) guarantees its Response to RFQ #2024-04 for a period not to exceed one hundred twenty (120) days from the date its RFQ Response was submitted to the City of Wildwood, FL unless an extension is granted by the Proposer.

The Contractor, by signing these **RFQ** Submittal pages, acknowledges, and agrees to abide by all the terms, conditions, and specifications contained in this **RFQ** Document.

Dated this 10 day of November, 2023

INDIVIDUAL, LIMITED LIABILITY COMPANY,
PARTNERSHIP, OR OTHER FORM OF ENTITY WHICH IS NOT A CORPORATION

By: N/A (Signature) N/A (Print name)

Address: N/A

Telephone: N/A Fax:

Taxpayer/Employer Identification Number (TIN/EIN):

CORPORATION

By: _____ Eric C. Wagner, Director – Plant Southeast
(Signature) (Print name)

Address: 370 East Crown Point Road

Winter Garden, FL 34787

Telephone: 407.468.3975 Fax: N/A

Taxpayer/Employer Identification Number (TIN/EIN): 44-0658613

State of Incorporation: Missouri

Corporate President: Scott A. Parrish

Corporate Secretary: Thomas J. Roberts

Corporate Treasurer: N/A

GARNEY COMPANIES, INC. CORPORATE SEAL STATE OF MISSOURI

Attest By (Secretary): Thomas J. Roberts

Tom Roberts
Signature

November 10, 2023
Date

This document must be completed and returned with your Submittal

FORM 14

COMPLIANCE WITH THE PUBLIC RECORDS LAW

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC

Upon award, recommendation, or ten (10) days after opening, submittals become a "public record" and shall be subject to public disclosure consistent with Florida Statutes, Chapter 119. Proposers must clearly mark information within a Response which is exempt from disclosure under Florida law, and must state the reasons why such exclusion from public disclosure is permitted. To the extent any protected information is submitted to the City of Wildwood, it must be submitted in a separate envelope marked accordingly.

The Proposer agrees that it will fully defend the City of Wildwood in any cause of action or litigation associated with non-disclosure of that information identified by the Proposer as exempt under Florida's public records law. It is understood and agreed by the Proposer that in the event the Proposer fails to defend the City of Wildwood in any such litigation, the City may take such action as it deems necessary in order to avoid a third-party cause of action, including disclosure of the information. In such an event, the Proposer shall hold the City harmless and free of any liability.

Company Name: Garney Companies, Inc.

Authorized representative (printed): Eric C. Wagner, Director – Plant Southeast

Authorized representative (signature): Eric C Wagner

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of Eric Wagner, as Director, of Garney Companies, Inc, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this day of, 2023. November 10, 2023

(stamp)

TRACY WINSOR
MY COMMISSION # HH 47218
EXPIRES: December 7, 2024
Bonded Thru Notary Public Underwriters

Tracy Winsor
NOTARY PUBLIC

This document must be completed and returned with your Submittal

FORM 15

REFERENCES FORM

Provide the business names, contact person, email and telephone number of four (4) references for which the Proposer has provided services similar to the services described in this RFQ for three (3) years or more within the last five (5) year period. Include relationships with governmental agencies. It is our intent to contact these references during the evaluation process.

The Proposer will identify whether the business entity is incorporated in Florida, another state, or is in a foreign country. If a proposer is a corporation, provide a copy of the Certification from the Florida Secretary of State verifying the Proposer's corporate status and good standing. The Proposer shall include a copy of its business license with the submittal.

1. Name of Company: Orlando Utilities Commission

   Address: 6113 Pershing Avenue, Orlando, FL 32822

   Point of Contact: Quyen Newell, PE

   Phone No.: (407) 434-2568 Email address: qnewell@ouc.com

   Service(s) Provided: CMAR preconstruction and construction services

   Dates of Service: 1/2019 – 8/2021

2. Name of Company: Toho Water Authority

   Address: 951 Martin Luther King Boulevard, Kissimmee, FL 34741

   Point of Contact: Lan Zhou

   Phone No.: (407) 944-5000 Email address: lzhou@tohowater.com

   Service(s) Provided: CMAR preconstruction and construction services

   Dates of Service: 2/2017 – 4/2020

3. Name of Company: JEA

Address: 21 West Church Street, Jacksonville, FL 32202

Point of Contact: Andy May, PE

Phone No.: (904) 665-6250 Email address: MayAR@jea.com

Service(s) Provided: CMAR preconstruction and construction services

Dates of Service: 1/2020 – 10/2024

4. Name of Company: West Villages Improvement District

Address: 11720 Renaissance Blvd., Venice, FL 34293

Point of Contact: Brad Soule

Phone No.: (941) 999-4822 Email address: Brad.Soule@mattamycorp.com

Service(s) Provided: CMAR preconstruction and construction services

Dates of Service: 10/2017 – 5/2023

This document must be completed and returned with your Submittal

FORM 16

RFQ #2024-04

CONSTRUCTION MANAGER AT RISK (CMAR) SERVICES –
WILDWOOD WRF EXPANSION AND BNR IMPROVEMENTS

SUB-CONTRACTOR LISTING

Provide a name, and address of all subconsultants that have the potential to work on this project

Subcontractor:	Phone Number/E-Mail:
TBD	

This document must be completed and returned with your Submittal

FORM 17

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▸ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Garney Companies, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC | C Corporation | S Corporation | Partnership | Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▸

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▸

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
370 East Crown Point Road

Requester's name and address (optional)

6 City, state, and ZIP code
Winter Garden, FL 34787

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
			–		–				

or

Employer identification number
4	4	–	0	6	5	8	6	1	3

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** ▸ Eric C. Wagner | **Date** ▸ November 10, 2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later*

This document must be completed and returned with your Submittal

FORM 18

FUNDING COMPLIANCE STATEMENT AND CERTIFICATION

Project Name: Wildwood WRF BNR Improvements Project Number: RFQ #2024-04

Project Location: Wildwood, Florida

CERTIFICATION

The Bidder/Proposer hereby agrees to comply with any and all local, state, and/or federal funding requirements, to the extent applicable to the Project, and that any and all applicable local, state, and/or federal funding requirements shall be included within the agreement resulting from this solicitation RFQ #2024-04.

Dated this 10 day of November, 2023. I hereby certify the above statement on behalf of the Bidder/Proposer. I hereby further certify that I have the authority to execute this certification and bind the Bidder/Proposer according and that I am the same individual authorized to execute any agreement resulting from this solicitation RFQ #2024-04.

Firm Name: Garney Companies, Inc.

Authorized Representative (printed): Eric C. Wagner

Authorized representative (signature): Eric C Wagner

Title: Director – Plant Southeast

STATE OF FLORIDA
COUNTY OF ~~SUMTER~~ ORANGE

The foregoing instrument was acknowledged before me by mean of ☑ physical presence or ☐ online notarization of ERIC WAGNER, as DIRECTOR, of GARNEY COMPANIES, INC., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me or who produced as identification, and who did/did not take an oath this 10th day of November, 2023

(stamp) TRACY WINSOR
MY COMMISSION # HH 47218
EXPIRES: December 7, 2024
Bonded Thru Notary Public Underwriters

Tracy Winsor
NOTARY PUBLIC

This document must be completed and returned with your Submittal

FORM 19 - FDEP SUPPLEMENTARY CONDITIONS (CONSTRUCTION)

SUPPLEMENTARY CONDITIONS (CONSTRUCTION)

Florida Department of Environmental Protection

State Revolving Fund Program

Supplementary Conditions

for

Formally Advertised

Construction Procurement

Revised October 2017

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Revised October 2017

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
SUPPLEMENTARY CONDITIONS

The intent of the Florida Department of Environmental Protection (FDEP) Supplementary Conditions is to complement and supplement other provisions of the Bidding Documents. However, if there is any conflict between the FDEP Supplementary Conditions and other provisions of the Bidding Documents, the FDEP Supplementary Conditions shall take precedence over the other provisions except when the other provisions are similar to, but more stringent than, the FDEP Supplementary Conditions. When other provisions of the Bidding Documents are similar to, but more stringent than, the FDEP Supplementary Conditions, the more stringent provisions shall apply.

ARTICLE 1 - DEFINITIONS

Wherever used in these Supplementary Conditions (except in the appendices to these Supplementary Conditions), the following terms have the meanings indicated, which are applicable to both the singular and plural thereof.

1.1 Addendum -A written or graphic instrument that is issued prior to the opening of bids and that clarifies, corrects, or changes the Bidding Documents.

1.2 Agreement or Contract - The written agreement between the Owner and the Contractor covering the Work to be performed and furnished; these Supplementary Conditions and other Contract Documents are attached to the Agreement/Contract and made a part thereof as provided therein.

1.3 Bid - The offer or proposal of a bidder submitted on the prescribed form and setting forth the price(s) for the Work to be performed and furnished.

1.4 Bidder - Any person, firm, or corporation that submits a bid directly to the Owner.

1.5 Bidding Documents - The Advertisement for Bids or the Invitation to Bid, the Instructions to Bidders or the Information for Bidders, the Bid Form, the proposed Contract Documents, and all addenda.

1.6 Bond - An instrument of security.

1.7 Change Order - A document that is recommended by the Engineer and signed by the Contractor and the Owner; that authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Time; and that is issued on or after the Effective Date of the Agreement/Contract.

1.8 Contract Documents - The Agreement/Contract; the Contractor's Bid when attached as an exhibit to the Agreement/Contract; the Performance and Payment Bond(s); the General Conditions; the Supplementary Conditions (including these Supplementary Conditions); the Specifications (written technical descriptions of material, equipment, construction systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto); the Drawings (drawings that show the character and scope of the Work to be performed and furnished); all addenda that pertain to the Contract Documents; and all change orders.

1.9 Contract Time - The number of days or the date stated in the Contract Documents for completion of the Work.

1.10 Contractor - The person, firm, or corporation with whom or which the Owner enters into the Agreement/Contract.

1.11 Effective Date of the Agreement/Contract - The date indicated in the Agreement/Contract on which the Agreement/Contract becomes effective, or if no such date is indicated in the Agreement/Contract, the date on which the Agreement/Contract is signed and delivered by the last of the two parties to sign and deliver the Agreement/Contract.

1.12 Engineer - The person, firm, or corporation named as such in the Contract Documents.

1.13 Minority Business Enterprise (MBE) - A historically Black college or university or a business that is (a) certified as socially and economically disadvantaged by the Small Business Administration, (b) certified as an MBE by a state or federal agency, or (c) an independent business concern which is at least 51-percent owned and controlled by minority group members. (A minority group member is an individual who is a citizen of the United States and one of the following: [i] Black American; [ii] Hispanic American [with origins from Puerto Rico, Mexico, Cuba, or South or Central America]; [iii] Native American [American Indian, Eskimo, Aleut, or native Hawaiian]; or [iv] Asian-Pacific American

[with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territories of the Pacific, Northern Marianas, Laos, Cambodia, Taiwan, or the Indian Subcontinent].)

1.14 Notice to Proceed -The written notice given by the Owner to the Contractor fixing the date on which the Contract Time will commence to run and on which the Contractor shall start to perform its obligations under the Contract Documents.

1.15 Owner - The local government (municipality, county, district, or authority; or any agency thereof; or a combination of two or more of the foregoing acting jointly) with which the Florida Department of Environmental Protection (FDEP) may execute, or has executed, a State Revolving Fund loan agreement and for which the Work is to be provided.

1.16 Project - The total construction or facilities described in a State Revolving Fund loan agreement between the FDEP and the Owner, of which the Work to be provided under the Contract Documents may be the whole or a part.

1.17 Sponsor – The recipient of the State Revolving Fund loan agreement that provides funds for the project.

1.18 Subcontract - A direct contract between a subcontractor and the Contractor, or any other subcontractor at any tier, for the furnishing of goods (material and equipment) or the performance of services (including construction) necessary to complete the Work.

1.19 Subcontractor - A person, firm, or corporation having a direct contract with the Contractor, or any other subcontractor at any tier, for the furnishing of goods (material and equipment) or the performance of services (including construction) necessary to complete the Work.

1.20 Successful Bidder - The lowest responsive, responsible bidder to whom or which the Owner intends to award the Agreement/Contract.

1.21 Women's Business Enterprise (WBE) - A business that is (a) certified as a WBE by a state or federal agency or (b) an independent business concern which is at least 51-percent owned and controlled/operated by women. (Determination of whether a business is at least 51-percent owned by women shall be made without regard to community property laws [e.g., an otherwise qualified WBE that is 51-percent owned by a married woman in a community property state will not be disqualified because the married woman's husband has a 50-percent interest in the married woman's share of the business; similarly, a business that is 51-percent owned by a married man and 49-percent owned by women will not become a qualified WBE by virtue of the married man's wife having a 50-percent interest in the married man's share of the business].)

1.22 Work - The entire completed construction or the various separately identifiable parts thereof required to be performed and furnished under the Contract Documents; Work is the result of performing services, furnishing labor, furnishing material and equipment, and incorporating material and equipment into the construction as required by the Contract Documents.

ARTICLE 2 - PRIVITY OF AGREEMENT/CONTRACT

2.1. The Owner expects to finance this Agreement/Contract with assistance from the FDEP, which administers a State Revolving Fund loan program supported in part with funds directly made available by grants from the United States Environmental Protection Agency (USEPA). Neither the State of Florida nor the United States (nor any of their departments, agencies, or employees) will be a party to this Agreement/Contract or any lower-tier subcontract.

ARTICLE 3 - PROCUREMENT REQUIREMENTS

3.1. This Agreement/Contract and the Owner's solicitation and award of this Agreement/Contract are subject to requirements contained in Chapter 62-503 (Revolving Loan Program) and/or Chapter 62-552, Florida Administrative Code as applicable.

ARTICLE 4 - RESOLUTION OF PROTESTS AND CLAIMS/DISPUTES

Resolution of Protests Concerning the Owner's Solicitation and/or Award of this Agreement/Contract:

4.1. Protests concerning the Owner's solicitation and/or award of this Agreement/Contract must be filed in writing with the Owner to be considered.

4.2. All timely written protests concerning the Owner's solicitation and/or award of this Agreement/Contract are to be resolved in accordance with the Owner's dispute resolution process. A copy of the ordinance(s), resolution(s), or written policy (policies) that set forth the Owner's dispute resolution process is included elsewhere in the Bidding Documents or is to be made available by the Owner upon request.

4.3. Neither the (FDEP) nor the USEPA will become a party to, or have any role in resolving, protests concerning the Owner's solicitation and/or award of this Agreement/Contract. Protest decisions made by the Owner cannot be appealed to the FDEP or the USEPA.

Resolution of Claims and Disputes Between the Owner and the Contractor:

4.4. Unless otherwise provided in the Contract Documents, all claims and disputes between the Owner and the Contractor arising out of, or relating to, the Contract Documents or the breach thereof are to be decided by arbitration (if the Owner and the Contractor mutually agree) or in a court of competent jurisdiction within the State of Florida.

4.5. Neither the FDEP nor the USEPA will become a party to, or have any role in resolving, claims and disputes between the Owner and the Contractor.

ARTICLE 5 - CHANGES TO THE BIDDING AND CONTRACT DOCUMENTS

5.1. All changes to the Bidding Documents made subsequent to the FDEP's acceptance of the Bidding Documents and prior to the opening of bids are to be documented via addendum (addenda) to the Bidding Documents; all changes to the Contract Documents made after the opening of bids are to be documented by change order(s) to the Contract Documents. The Owner shall submit all addenda and change orders to the FDEP.

ARTICLE 6 - BONDS AND INSURANCE

Bid Guarantees:

6.1. Each bidder's bid is to be accompanied by a bid guarantee made payable to the Owner in an amount at least equal to five percent of the bidder's maximum bid price and in the form of a certified check or bid bond.

Performance and Payment Bond(s):

6.2. The Contractor shall furnish a combined performance and payment bond in an amount at least equal to 100 percent of the Contract Price (or, if required elsewhere in the Contract Documents, the Contractor shall furnish separate performance and payment bonds, each in an amount at least equal to 100 percent of the Contract Price) as security for the faithful performance and payment of all the Contractor's obligations under the Contract Documents. This(these) bond(s) are to be delivered to the Owner by the Contractor along with the executed Agreement/Contract. The Owner shall forward a copy of this (these) bond(s) to the FDEP.

Insurance:

6.3. The Owner and/or the Contractor (as required elsewhere in the Contract Documents) shall purchase and maintain, during the period of construction, such liability insurance as is appropriate for the Work being performed and furnished and as will provide protection from claims that may arise out of, or result from, the Contractor's performance and furnishing of the Work (whether the Work is to be performed or furnished by the Contractor or any subcontractor at the Work site) and the Contractor's other obligations under the Contract Documents. This insurance is to include workers' compensation insurance, comprehensive general liability insurance, comprehensive automobile liability insurance, and contractual liability insurance applicable to the Contractor's indemnification obligations and is to be written for not less than the limits of liability and coverages determined by the Owner or required by law, whichever is greater.

6.4. The Owner and/or the Contractor (as required elsewhere in the Contract Documents) shall purchase and maintain, during the period of construction, property insurance upon the Work at the Work site in an amount equal to the full replacement cost of the Work or the full insurable value of the Work. This insurance is to include the interests of the Owner, the Contractor, and all subcontractors at the Work site (all of whom are to be listed as insured or additional insured parties); is to insure against the perils of fire and extended coverage; and is to include "all-risk" insurance for physical loss or damage due to theft, vandalism and malicious mischief, collapse, water damage, and/or all other risks against which coverage is obtainable.

6.5. Before any Work at the Work site is started, the Contractor shall deliver to the Owner certificates of insurance that the Contractor is required to purchase and maintain in accordance with Paragraphs 6.3 and 6.4 of this Article and other provisions of the Contract Documents, and the Owner shall deliver to the Contractor certificates of insurance that the Owner is required to purchase and maintain in accordance with Paragraphs 6.3 and 6.4 of this Article and other provisions of the Contract Documents.

ARTICLE 7 - AWARD OF AGREEMENT/CONTRACT

7.1. If this Agreement/Contract is awarded, it is to be awarded to the lowest responsive, responsible bidder. A fixed price (lump sum or unit price or both) agreement/contract is to be used. A clear explanation of the method of evaluating bids and the basis for awarding this Agreement/Contract are included elsewhere in the Bidding Documents. All bids may be rejected when in the best interest of the Owner. After the contract has been awarded, the Owner shall give the Contractor a notice to proceed fixing the date on which the Contract Time will commence to run. The Owner shall forward a copy of this notice to proceed to the FDEP.

ARTICLE 8 - ITEMIZED CONSTRUCTION COST BREAKDOWN; CONSTRUCTION AND PAYMENT SCHEDULES

8.1. The Contractor shall submit to the Owner, within ten calendar days after the Effective Date of this Agreement/Contract, an itemized construction cost breakdown and construction and payment schedules.

8.1.1. The itemized construction cost breakdown, or schedule of values, is to include quantities and prices of items aggregating the Contract Price and is to subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices are to include an appropriate amount of overhead and profit applicable to each item of Work.

8.1.2. The construction, or progress, schedule is to indicate the Contractor's estimated starting and completion dates for the various stages of the Work and is to show both the projected cost of Work completed and the projected percentage of Work completed versus Contract Time.

8.1.3. The payment schedule is to show the Contractor's projected payments cumulatively by month.

ARTICLE 9 – FDEP/USEPA ACCESS TO RECORDS AND PROJECT SITE

9.1. Authorized representatives of the Owner, the FDEP, and the USEPA shall have access to, for the purpose of inspection, the Work site(s), any books, documents, papers, and records of the Contractor that are pertinent to this Agreement/Contract at any reasonable time. The Contractor shall retain all books, documents, papers, and records pertinent to this Agreement/Contract for a period of five years after receiving and accepting final payment under this Agreement/Contract.

NOTE: ARTICLE 10 ONLY APPLIES TO FEDERAL CAP GRANT PROJECTS

ARTICLE 10 - DISADVANTAGED BUSINESS ENTERPRISES

10.1 A goal of five percent of the Contract Price is established for Minority Business Enterprise (MBE) participation in the Work, and a goal of five percent of the Contract Price is established for Women's Business Enterprise (WBE) participation in the Work. If bidders or prospective contractors (including the Contractor) intend to let any lower-tier goods

or services (including construction) subcontracts for any portion of the Work, they shall physically include these percentage goals for MBE and WBE participation in all solicitations for subcontracts and shall take good faith efforts to assure that MBEs and WBEs are utilized, when possible, as sources of goods and services. Good faith efforts are to include the following:

10.1.1. Require Disadvantaged Business Enterprises (DBEs) are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

10.1.2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

10.1.3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

10.1.4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

10.1.5. Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

10.1.6. If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs 10.1.1 through 10.1.5 of this section.

10.2. Within ten calendar days after being notified of being the apparent Successful Bidder, the apparent Successful Bidder shall submit to the Owner documentation of the affirmative steps it has taken to utilize Minority and Women's Business Enterprises (MBEs and WBEs) in the Work and documentation of its intended use of MBEs and WBEs in the Work. The Owner shall keep this documentation on file and shall forward to the FDEP a copy of the apparent Successful Bidder's documentation concerning its intended use of MBEs and WBEs in the Work.

ARTICLE 11 - DEBARMENT AND SUSPENSION (EXECUTIVE ORDER 12549)

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

11.1. The bidder certifies, by submission of this proposal, that neither the bidder nor its principals, nor the bidder's subcontractors nor their principals, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

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

11.3. The bidder also certifies that it and its principals and the bidder's subcontractors and their principals:

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

11.3.2. 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 11.3.1 of this certification; and

11.3.3. Have not within a three-year period preceding this proposal had one or more public transactions (federal, state or local) terminated for cause or default. Where the bidder is unable to certify to any of the above, such owner shall attach an explanation to this proposal.

11.3.4. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

11.3.5. The bidder shall incorporate the foregoing requirements 11.1 through 11.3 in all subcontracts.

ARTICLE 12 - EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

12.1. **Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246).** (Applicable to contracts/subcontracts exceeding $10,000)

12.1.1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.

12.1.2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in Florida, are as follows:

Goal for female participation: 6.9 percent statewide

Goal for minority participation: (See Appendix B at FDEP-20 for goals for each county)

These goals are applicable to all the Contractor's construction work (whether or not it is federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

12.1.3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

12.1.4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is the State of Florida.

12.1.5. Contractors shall incorporate the foregoing requirements in all subcontracts.

12.2. **Equal Opportunity Clause** (Applicable to contracts/subcontracts exceeding $10,000)

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

12.2.1. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, 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.

12.2.2. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The notice can be obtained online at http://www.eeoc.gov/employers/upload/eeoc_self_print_poster.pdf. The Contractor shall state that all qualified applicants be considered without regard to race, color, religion, sex or national origin.

12.2.3. 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 considerations for employment without regard to race, color, religion, sex, or national origin.

12.2.4. 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.

12.2.5. 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.

12.2.6. 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.

12.2.7. 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.

12.2.8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs 12.2.1 through 12.2.8 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.

12.3. **The Standard Federal Equal Employment Opportunity Construction Contract Specifications** (Executive Order 11246)

12.3.1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

d. "Minority" includes:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

12.3.2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

12.3.3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

12.3.4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction Contractors performing construction work in geographical areas where they do not have a federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the FEDERAL REGISTER in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

12.3.5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

12.3.6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

12.3.7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 12.3.7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

12.3.8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (12.3.7a through 12.3.7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

12.3.9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

12.3.10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

12.3.11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12.3.12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

12.3.13. The Contractor, in fulfilling its obligation under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

12.3.14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

12.3.15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

12.4. Pursuant to 41 CFR 60-1.7, if the price of this bid exceeds $10,000, the bidder, by signing and submitting this proposal, certifies the following:

12.4.1. Affirmative action programs pursuant to 41 CFR 60-2 have been developed and are on file;

12.4.2. Documentation of a previous contract or subcontract subject to the equal opportunity clause is available;

12.4.3. All reports due under the applicable filing requirements have been filed with the Joint Reporting Committee, the Deputy Assistant Secretary or the Equal Employment Opportunity Commission; and

12.4.4. Each prospective construction subcontractor that may be awarded a lower-tier construction subcontract with a price exceeding $10,000 shall meet the above requirements 12.4.1 through 12.4.3.

12.5. Pursuant to 41 CFR 60-1.8, if the price of this bid exceeds $10,000, the bidder, by signing and submitting this proposal, certifies the following:

12.5.1. That he/she does not maintain or provide for his/her employees any segregated facility at any of his/her establishments;

12.5.2. That he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained;

12.5.3. That he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments;

12.5.4. That he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained;

12.5.5. That a breach of this certification is violation of the Equal Opportunity Clause of this contract; and

12.5.6. That he/she will obtain identical certifications from proposed Subcontractors prior to the award of Subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his/her files.

As used in this certification, the term “segregated facilities” means any waiting rooms, work eating areas, time clocks, locker rooms, and other storage or dressing areas, transportation and housing facilities provided for employees which are in fact segregated on the basis of race, color, religion, or otherwise.

12.6. If the price of this Agreement/Contract exceeds $10,000, the Owner shall give written notice to the Director of the Office of Federal Contract Compliance Programs within ten working days of award of this Agreement/Contract. The notice is to include the name, address, and telephone number of the Contractor; the employer identification number of the Contractor; the dollar amount of this Agreement/Contract; the estimated starting and completion dates of this Agreement/Contract; the number of this Agreement/Contract; and the geographical area in which the Work is to be performed.

12.7. If the price of this Agreement/Contract equals or exceeds $50,000 and if the Contractor has 50 or more employees, the Contractor shall electronically file Standard Form 100 (EEO-1) online at https://egov.eeoc.gov/eeo1/eeo1.jsp within 30 calendar days after the award of this Agreement/Contract , unless the Contractor has submitted such a report within 12 months preceding the date of award of this Agreement/Contract. In addition, the Contractor shall ensure that each construction subcontractor having 50 or more employees and a lower-tier construction subcontract with a price equaling or exceeding $50,000 also electronically files this form within 30 calendar days after the award to it of the lower-tier construction subcontract, unless the construction subcontractor has submitted such a report within 12 months preceding the date of award of the lower-tier construction subcontract.

ARTICLE 13 - IMMIGRATION REFORM AND CONTROL ACT OF 1986 (STATE OF FLORIDA EXECUTIVE ORDER 11-116)

The Immigration Reform and Control Act of 1986 prohibits employers from knowingly hiring illegal workers. The Contractor shall only employ individuals who may legally work in the United States – either U.S. citizens or foreign citizens who are authorized to work in the U.S. The Contractor shall use the U.S. Department of Homeland Security's E-Verify Employment Eligibility Verification system (http://www.uscis.gov/portal/site/uscis) to verify the employment eligibility of:

- all new employees, during the term of this Agreement, to perform employment duties within Florida; and,
- all new employees (including subcontractors and subrecipients) assigned by the Contractor to perform work pursuant to this Agreement.

The Contractor shall include this provision in all subcontracts/subgrants it enters into for the performance of work under this Agreement.

ARTICLE 14 – ENVIRONMENTAL COMPLIANCE

The Contractor, and all subcontractors at any tier, shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857[h]), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 (Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans).

ARTICLE 15 – FEDERAL LABOR STANDARDS PROVISION

Contracts being constructed with assistance from the State Revolving Fund Program are currently required to comply with the Federal Labor Standards Provisions as provided in Appendix C. Signing Appendix A certifies compliance with these provisions.

ARTICLE 16 – AMERICAN IRON AND STEEL PROVISION

Contracts being constructed with assistance from the State Revolving Fund Program are currently required to comply with The American Iron and Steel Provision as provided in Appendix D. Signing Appendix A certifies compliance with these provisions.

ARTICLE 17 - PROHIBITED LOCAL GOVERNMENT CONSTRUCTION PREFERENCES

A. Pursuant to Section 255.0991, F.S., for a competitive solicitation for construction services in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation, a state, college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation that provides a preference based upon:

1. The contractor's maintaining an office or place of business within a particular local jurisdiction;
2. The contractor's hiring employees or subcontractors from within a particular local jurisdiction; or
3. The contractor's prior payment of local taxes, assessments, or duties within a particular local jurisdiction.

B. For any competitive solicitation that meets the criteria in Paragraph A., a state college, county, municipality, school district, or other political subdivision of the state shall disclose in the solicitation document that any applicable local ordinance or regulation does not include any preference that is prohibited by Paragraph A.

APPENDIX A TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION SUPPLEMENTARY CONDITIONS

CERTIFICATION OF COMPLIANCE WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION SUPPLEMENTARY CONDITIONS

This certification relates to a construction contract proposed by City of Wildwood, FL,
(insert the name of the Owner)
which expects to finance the proposed construction contract with assistance from the Florida Department of Environmental Protection (which administers a State Revolving Fund loan program supported in part with funds directly made available by grants from the United States Environmental Protection Agency). I am the undersigned prospective construction contractor or subcontractor.

I certify that I have read the Florida Department of Environmental Supplementary Conditions and agree to incorporate the following articles into the bid and/or contract:

ARTICLE 11 DEBARMENT AND SUSPENSION (EXECUTIVE ORDER 12549)
ARTICLE 12 EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)
ARTICLE 13 IMMIGRATION REFORM AND CONTROL ACT OF (STATE OF FLORIDA EXECUTIVE ORDER 11-116)
ARTICLE 14 ENVIRONMENTAL COMPLIANCE
ARTICLE 15 FEDERAL LABOR STANDARDS PROVISION
ARTICLE 16 AMERICAN IRON AND STEEL PROVISION

I agree that I will obtain identical certifications from prospective lower-tier construction subcontractors prior to the award of any lower-tier construction subcontracts with a price exceeding $2,000. I also agree that I will retain such certifications in my files.

(Signature of Authorized Official)

November 10, 2023
(Date)

Eric C. Wagner, Director – Plant Southeast
(Name and Title of Authorized Official [Print or Type])

Garney Companies, Inc.
(Name of Prospective Construction Contractor or Subcontractor [Print or Type])

370 East Crown Point Road, Winter Garden, FL 34787 – 407.468.3975
(Address and Telephone Number of Prospective Construction Contractor or Subcontractor [Print or Type])

44-0658613
(Employer Identification Number of Prospective Construction Contractor or Subcontractor)

APPENDIX B TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION SUPPLEMENTARY CONDITIONS

GOALS AND TIMETABLES FOR MINORITIES AND FEMALES

[Note: These goals and timetables are the goals and timetables referred to in Paragraph 2 of the "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)"; these goals and timetables are to be included in all FDEP assisted construction contracts and subcontracts with a price exceeding $10,000 and in all solicitations for such contracts and subcontracts.]

The following goals and timetables for female utilization shall be included in all federal and federally assisted construction contracts and subcontracts in excess of $10,000. The goals are applicable to the contractor's aggregate on-site construction workforce whether or not part of that workforce is performing work on a federal or federally assisted construction contract or subcontract.

Area covered: Goals for Women apply nationwide.

Goals and Timetables

Timetable	Goals (percent)
Indefinite	6.9

Goals for minority utilization can be found in the Department of Labor's Technical Assistance Guide for Federal Construction Contractors (May 2009), available on the internet at http://www.civilrightsusa.gov/pdf/TAG%20-%20Constuction.pdf . These goals shall be included for each craft and trade in all federal or federally assisted construction contracts and subcontracts in excess of $10,000 to be performed in the respective geographical areas. The goals are applicable to each nonexempt contractor's total onsite construction workforce, regardless of whether or not part of that workforce is performing work on a federal, federally assisted or non-federally related project, contract or subcontract.

Construction contractors which are participating in an approved Hometown Plan (see 41 CFR 60-4.5) are required to comply with the goals of the Hometown Plan with regard to construction work they perform in the area covered by the Hometown Plan. With regard to all their other covered construction work, such contractors are required to comply with the applicable SMSA or EA goal contained in this Appendix.

APPENDIX C
TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION SUPPLEMENTARY CONDITIONS

Davis-Bacon Requirements

FEDERAL LABOR STANDARDS PROVISIONS

(Davis-Bacon Act, Copeland Act, and Contract Works Hours & Safety Standards Act)

The Project to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such federal assistance.

1 Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act, 29 CFR Part 3, the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR Part 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (a) The sponsor, on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The FDEP shall approve a request for an additional classification and wage rate and fringe benefits; therefore, only when the following criteria have been met:

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

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

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

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the sponsor(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the sponsor to the FDEP. The FDEP will transmit the request to the Administrator of the Wage and Hour Division, employment Standards Administration, U. S. Department of Labor. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional

classification action within 30 days of receipt and so advise the FDEP or will notify FEDP within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event that the Contractor, the laborers or mechanics to be employed in the Classification or their representatives, and the sponsor do not agree on the proposed classification and wage rate (including the amount designed for fringe benefits, where appropriate), the FDEP shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of FDEP, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

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

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

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account, assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding.

The sponsor shall, upon written request of the EPA or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, EPA may, after written notice to the contractor, sponsor, applicant, or owners, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017).

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed, a copy of all payrolls to the sponsor. Such documentation shall be available upon request by FDEP. As to each payroll copy received, the sponsor shall provide a certification that the project is in compliance with the requirements of 29 CFR 5.5(a)(1) with each disbursement request. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(I), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site http://www.dol.gov/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current addresses of each covered worker, and shall provide them upon request to the sponsor for transmission to the FDEP or EPA if requested by EPA, the FDEP, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsor. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149).

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

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR Part 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR Part 5.5 (a)(3)(I), and that such information is correct and complete;

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

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

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

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

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

4. Apprentices and Trainees.

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

of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program, shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with the determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U. S. Department of Labor, the Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program the contract will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

5. Compliance with Copeland Act Requirements.

The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. Subcontracts.

The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract Termination, Debarment.

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

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3 and 5 are herein incorporated by referenced in this contract.

9. Disputes Concerning Labor Standards.

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

10. Certification of Eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded EPA contracts or participate in EPA programs pursuant to Executive Order 12549.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded EPA contracts or participate in EPA programs pursuant to Executive Order 12549.

(iii) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U. S. C. 1001. Additionally, U. S. Criminal Code, Section 1010, Title 18, U. S. C., Federal Housing Administration transactions, provides in part "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement, knowing the same to be false . . . shall be fined not more than $5,000 or imprisoned not more than two years, or both".

11. Complaints, Proceedings, or Testimony by Employees.

A. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this contract are applicable shall be discharged or in any other manner discriminated against by the contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this contract to his employer.

B. Contract Work Hours and Safety Standards Act. The sponsor shall insert the following clauses set forth in paragraphs B.(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by item 3 above or 29 CFR 4.6. As used in the paragraph, the terms laborers and mechanics include watchmen and guards.

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

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

(3) Withholding for unpaid wages and liquidated damages. The sponsor, upon written request of the FDEP or an authorized representative of the Department of Labor, may withhold or cause to be withheld, from any moneys payable on

account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contract, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

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

C. Health and Safety

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54.83 State 96).

(3) The contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

12. Guidance to Contractor for Compliance with Labor Standards Provisions

a) Contracts with Two Wage Decisions

If the contract includes two wage decisions, the contractor, and each subcontractor who works on the site, must submit either two separate payrolls (one for each wage decision) or one payroll which identifies each worker twice and the hours worked under each wage decision. One single payroll, reflecting each worker once, may be submitted provided the Contractor uses the higher rate in the wage decisions for each identical job classification. However, where a job classification is not listed in a wage decision and is needed for that portion of the work, the classification **must** be added to the wage decision. A worker may not be paid at the rate for a classification using the hourly rate for that same classification in another wage decision. After the additional classification is approved, the contractor may pay the higher of the two rates and submit one payroll, if desired.

b) Complying with Minimum Hourly Amounts

1) The minimum hourly amount due to a worker in each classification is the total of the amounts in the Rates and Fringe Benefits (if any) columns of the applicable wage decision.

2) The contractor may satisfy this minimum hourly amount by any combination of cash and bona fide fringe benefits, regardless of the individual amounts reflected in the Rates and Fringe Benefits columns.

3) A contractor payment for a worker which is required by law is not a fringe benefit in meeting the minimum hourly amount due under the applicable wage decision. For example, contractor payments for FICA or unemployment insurance are not a fringe benefit; however, contractor payments for health insurance or retirement are a fringe benefit. Generally, a fringe benefit is bona fide if (a) it is available to most workers and (b) involves payments to a third party.

4) The hourly value of the fringe benefit is calculated by dividing the contractor's annual cost (excluding any amount contributed by the worker) for the fringe benefit by 2080. Therefore, for workers with overtime, an additional payment may be required to meet the minimum hourly wages since generally fringe benefits have no value for any time worked over 40 hours weekly. (If a worker is paid more than the minimum rates required by the wage decision, this should not be a problem. As long as the total wages received by a worker for straight time equals the hours worked times the minimum hourly rate in the wage decision, the requirement of the Davis-Bacon and Related Acts has been satisfied.)

c) Overtime

For any project work over 40 hours weekly, a worker generally must be paid 150% of the actual hourly cash rate received, not the minimum required by the wage decision. (The Davis-Bacon and Related Acts only establishes minimum rates and does not address overtime. The Contract Work Hours Act contains the overtime requirement and uses basic rate of pay as the base for calculation, not the minimum rates established by the Davis-Bacon and Related Acts.)

d) Deductions

Workers who have deductions, not required by law, from their pay must authorize these deductions in writing. The authorization must identify the purpose of each deduction and the amount, which may be a specific dollar amount or a percentage. A copy of the authorization must be submitted with the first payroll containing the deduction. If deducted amounts increase, another authorization must be submitted. If deducted amounts decrease, no revision to the original authorization is needed. Court-ordered deductions, such as child support, may be identified by the responsible payroll person in a separate document. This document should identify the worker, the amount deducted and the purpose. A copy of the court order should be submitted.

e) Classifications Not Included in the Wage Decision

If a classification not in the wage decision is required, please advise the owner's representative in writing and identify the job classification(s) required. In some instances, the state agency may allow the use of a similar classification in the wage decision.

Otherwise, the contractor and affected workers must agree on a minimum rate, which cannot be lower than the lowest rate for any trade in the wage decision. Laborers (including any subcategory of the laborer classification) and truck drivers are not considered a trade for this purpose. If the classification involves a power equipment operator, the minimum cannot be lower than the lowest rate for any power equipment operator in the wage decision. The owner will provide forms to document agreement on the minimum rate by the affected workers and contractor.

The U.S. Department of Labor (USDOL) must approve the proposed classification and rate. The contractor may pay the proposed rate until the USDOL makes a determination. Should the USDOL require a higher rate, the contractor must make wage restitution to the affected worker(s) for all hours worked under the proposed rate.

f) Supervisory Personnel

Foremen and other supervisory personnel who spend at least 80% of their time supervising workers are not covered by the Davis-Bacon and Related Acts. Therefore, a wage decision will not include such supervisory classifications and their wages are not subject to any minimums under the Davis-Bacon and Related Act or overtime payments under the Contract Work Hours and Safety Standards Act. However, foremen and other supervisory personnel who spend less than 80% of their time engaged in supervisory activities are considered workers/mechanics for the time spent engaged in manual labor and must be paid at least the minimum in the wage decision for the appropriate classification(s) based on the work performed.

g) Sole Proprietorships / Independent Contractors / Leased Workers

The nature of the relationship between a prime contractor and a worker does not affect the requirement to comply with the labor standards provisions of this contract. The applicability of the labor standards provisions is based on the nature of the work performed.

If the work performed is primarily manual in nature, the worker is subject to the labor standards provisions in this contract. For example, if John Smith is the owner of ABC Plumbing and performs all plumbing work himself, then Mr. Smith is subject to the labor standards provisions, including minimum wages and overtime. His status as owner is irrelevant for labor standards purposes.

If a worker meets the IRS standards for being an independent contractor, and is employed as such, this means that the worker must submit a separate payroll as a subcontractor rather than be included on some other payroll. The worker is still subject to the labor standards provisions in this contract, including minimum wages and overtime.

If a contractor or subcontractor leases its workers, they are subject to the labor standards provisions in this contract, including minimum wages and overtime. The leasing firm must submit payrolls and these payrolls must reflect information required to determine compliance with the labor standards provisions of this contract, including a classification for each worker based on the nature of the work performed, number of regular hours worked, and number of overtime hours worked.

h) Apprentices / Helpers

A worker may be classified as an apprentice **only if participating in a federal or state program**. Documentation of participation must be submitted. Generally, the apprentice program specifies that the apprentice will be compensated at a percentage of journeyman rate. For Davis-Bacon Act purposes, the hourly rate cannot be lower than the percentage of the hourly rate for the classification in the applicable wage decision.

If the worker does not participate in a federal or state apprentice program, then the worker must be classified according to duties performed. This procedure may require classification in the trade depending on tools used, or as a laborer if specialized tools of the trade are not used. The contractor may want to consult with the Wage and Hour Division of the U.S. Department of Labor located in most large cities regarding the appropriate classification.

Presently, no worker may be classified as a helper. As with apprentices not participating in a formal apprentice program, the worker must be classified according to duties performed and tools used.

APPENDIX D TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION SUPPLEMENTARY CONDITIONS

American Iron and Steel Requirement

The Contractor acknowledges to and for the benefit of the City of Wildwood, FL ("Owner") and the State of Florida (the "State") that it understands that iron and steel products to be installed as a part of this contract must be in compliance with the requirements in H.R. 3547, "Consolidated Appropriations Act, 2014," (Appropriations Act). H.R. 3547 includes the following language in Division G, Title IV, Sec. 436, under the heading, "Use of American Iron and Steel,":

(a) (1) None of the funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12) shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States.

(2) In this section, the term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(b) Subsection (a) shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency (in this section referred to as the "Administrator") finds that--

(1) applying subsection (a) would be inconsistent with the public interest;

(2) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(3) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

(c) If the Administrator receives a request for a waiver under this section, the Administrator shall make available to the public on an informal basis a copy of the request and information available to the Administrator concerning the request, and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The Administrator shall make the request and accompanying information available by electronic means, including on the official public Internet Web site of the Environmental Protection Agency.

(d) This section shall be applied in a manner consistent with United States obligations under international agreements.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

For waivers to these requirements based on (2)(b) above, contact Sheryl Parsons at USEPA Region IV. She can be reached by phone at (404) 562-9337.

FORM 20 - FDEP SUPPLEMENTARY CONDITIONS (EQUIPMENT/MATL'S)

SUPPLEMENTARY CONDITIONS (EQUIPMENT/MATERIALS)

Florida Department of Environmental Protection

State Revolving Fund Program

Supplementary Conditions

for

Formally Advertised

Materials/Equipment Procurement

Revised April 2017

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***NOTE:** **Articles 13, 14, 15 and Appendix A only apply to Federal CAP Grant Projects.**

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
SUPPLEMENTARY CONDITIONS

The intent of the Florida Department of Environmental Protection (FDEP) Supplementary Conditions is to complement and supplement other provisions of the Bidding Documents. However, if there is any conflict between the FDEP Supplementary Conditions and other provisions of the Bidding Documents, the FDEP Supplementary Conditions shall take precedence over the other provisions except when the other provisions are similar to, but more stringent than, the FDEP Supplementary Conditions. When other provisions of the Bidding Documents are similar to, but more stringent than, the FDEP Supplementary Conditions, the more stringent provisions shall apply.

ARTICLE 1 - DEFINITIONS

1.1. Wherever used in these Supplementary Conditions (except in the appendix to these Supplementary Conditions), the following terms have the meanings indicated, which are applicable to both the singular and plural thereof.

1.1.1. Addendum - A written or graphic instrument that is issued prior to the opening of bids and that clarifies, corrects, or changes the Bidding Documents.

1.1.2. Agreement or Contract - The written agreement between the Owner and the Contractor covering the furnishing of the Goods and Special Services; these Supplementary Conditions and other Contract Documents are attached to the Agreement/Contract and made a part thereof as provided therein.

1.1.3. Application for Payment - The form that is accepted by the Engineer and used by the Contractor in requesting progress and/or final payments and that is to include such supporting documentation as is required by the Contract Documents.

1.1.4. Bid - The offer or proposal of a bidder submitted on the prescribed form and setting forth the price(s) for furnishing the Goods and Special Services.

1.1.5. Bidder - Any person, firm, or corporation that submits a bid directly to the Owner.

1.1.6. Bidding Documents - The Advertisement for Bids or the Invitation to Bid, the Instructions to Bidders or the Information for Bidders, the Bid Form, the proposed Contract Documents, and all addenda.

1.1.7. Change Order - A document that is recommended by the Engineer and signed by the Contractor and the Owner; that authorizes an addition, deletion, or revision in the Goods or Special Services or an adjustment in the Contract Price or the Contract Time; and that is issued on or after the Effective Date of the Agreement/Contract.

1.1.8. Contract Documents - The Agreement/Contract; the Contractor's Bid when attached as an exhibit to the Agreement/Contract; the General Conditions; the Supplementary Conditions (including these Supplementary Conditions); the Specifications (written technical descriptions of material, equipment, standards, and workmanship as applied to the Goods and Special Services and certain administrative details applicable thereto); any Drawings (drawings that show the character and scope of the Goods to be furnished); all addenda that pertain to the Contract Documents; and all change orders.

1.1.9. Contract Price - The moneys payable by the Owner to the Contractor under the Contract Documents as stated in the Agreement/Contract.

1.1.10. Contract Time - The number of days or the date(s) stated in the Contract Documents for furnishing the Goods and Special Services.

1.1.11. Contractor - The person, firm, or corporation with whom or which the Owner enters into the Agreement/Contract.

1.1.12. Effective Date of the Agreement/Contract - The date indicated in the Agreement/Contract on which the Agreement/Contract becomes effective, or if no such date is indicated in the Agreement/Contract, the date on which the Agreement/Contract is signed and delivered by the last of the two parties to sign and deliver the Agreement/Contract.

1.1.13. Engineer - The person, firm, or corporation named as such in the Contract Documents.

1.1.14. Goods - All material, equipment, and other tangible personal property required to be furnished under the Contract Documents.

1.1.15. Minority Business Enterprise (MBE) - A historically Black college or university or a business that is (a) certified as socially and economically disadvantaged by the Small Business Administration, (b) certified as an MBE by a state or Federal agency, or (c) an independent business concern which is at least 51-percent owned and controlled by minority group members. (A minority group member is an individual who is a citizen of the United States and one of the following: [i] Black American; [ii] Hispanic American [with origins from Puerto Rico, Mexico, Cuba, or South or Central America]; [iii] Native American [American Indian, Eskimo, Aleut, or native Hawaiian]; or [iv] Asian-Pacific American [with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territories of the Pacific, Northern Marianas, Laos, Cambodia, Taiwan, or the Indian Subcontinent].)

1.1.16. Owner - The local government (municipality, county, district, or authority; or any agency thereof; or a combination of two or more of the foregoing acting jointly) with which the Florida Department of Environmental Protection may execute, or has executed, a State revolving fund loan agreement and to which the Goods and Special Services are to be furnished.

1.1.17. Project - The total construction or facilities described in a State revolving fund loan agreement between the Florida Department of Environmental Protection and the Owner, of which the Goods and Special Services to be furnished under the Contract Documents may be the whole or a part.

1.1.18. Special Services - All field services to be furnished by the Contractor as required by the Contract Documents.

1.1.19. Subcontract - A direct contract between a subcontractor and the Contractor, or any other subcontractor at any tier, for the furnishing of any of the Goods or Special Services required by the Contract Documents.

1.1.20. Subcontractor - A person, firm, or corporation having a direct contract with the Contractor, or any other subcontractor at any tier, for the furnishing of any of the Goods or Special Services required by the Contract Documents.

1.1.21. Successful Bidder - The lowest responsive, responsible bidder to whom or which the Owner intends to award the Agreement/Contract.

1.1.22. Women's Business Enterprise (WBE) - A business that is (a) certified as a WBE by a state or Federal agency or (b) an independent business concern which is at least 51-percent owned and controlled/operated by women. (Determination of whether a business is at least 51-percent owned by women shall be made without regard to community property laws [e.g., an otherwise qualified WBE that is 51-percent owned by a married woman in a community property state will not be disqualified because the married woman's husband has a 50-percent interest in the married woman's share of the business; similarly, a business that is 51-percent owned by a married man and 49-percent owned by women will not become a qualified WBE by virtue of the married man's wife having a 50-percent interest in the married man's share of the business].)

ARTICLE 2 - PRIVITY OF AGREEMENT/CONTRACT

2.1. The Owner expects to finance this Agreement/Contract with assistance from the Florida Department of Environmental Protection, which administers a State revolving fund loan program supported in part with funds directly made available by grants from the United States Environmental Protection Agency. Neither the State of Florida nor the United States (nor any of their departments, agencies, or employees) will be a party to this Agreement/Contract or any lower-tier subcontract.

ARTICLE 3 - PROCUREMENT REQUIREMENTS

3.1. This Agreement/Contract and the Owner's solicitation and award of this Agreement/Contract are subject to requirements contained in Chapter 62-503 (Clean Water State Revolving Fund Loan Program) or Chapter 62-552 (Drinking Water State Revolving Fund Loan Program), Florida Administrative Code as applicable.

ARTICLE 4 - RESOLUTION OF PROTESTS AND CLAIMS/DISPUTES

Resolution of Protests Concerning the Owner's Solicitation and/or Award of this Agreement/Contract:

4.1. Protests concerning the Owner's solicitation and/or award of this Agreement/Contract must be filed in writing with the Owner to be considered.

4.2. All timely written protests concerning the Owner's solicitation and/or award of this Agreement/Contract are to be resolved in accordance with the Owner's dispute resolution process. A copy of the ordinance(s), resolution(s), or written policy (policies) that set forth the Owner's dispute resolution process is included elsewhere in the Bidding Documents or is to be made available by the Owner upon request.

4.3. Neither the Florida Department of Environmental Protection (FDEP) nor the United States Environmental Protection Agency (USEPA) will become a party to, or have any role in resolving, protests concerning the Owner's solicitation and/or award of this Agreement/Contract. Protest decisions made by the Owner can not be appealed to the FDEP or the USEPA.

Resolution of Claims and Disputes between the Owner and the Contractor:

4.4. Unless otherwise provided in the Contract Documents, all claims and disputes between the Owner and the Contractor arising out of, or relating to, the Contract Documents or the breach thereof are to be decided by arbitration (if the Owner and the Contractor mutually agree) or in a court of competent jurisdiction within the State of Florida.

4.5. Neither the Florida Department of Environmental Protection nor the United States Environmental Protection Agency will become a party to, or have any role in resolving, claims and disputes between the Owner and the Contractor.

ARTICLE 5 - CHANGES TO THE BIDDING AND CONTRACT DOCUMENTS

5.1. All changes to the Bidding Documents made subsequent to the Florida Department of Environmental Protection's (FDEP's) acceptance of the Bidding Documents and prior to the opening of bids are to be documented via addendum (addenda) to the Bidding Documents; all changes to the Contract Documents made after the opening of bids are to be documented by change order(s) to the Contract Documents. The Owner shall submit all addenda and change orders to the FDEP.

ARTICLE 6 - ADVERTISEMENT FOR BIDS; SUBMISSION OF BIDS; OPENING OF BIDS

Advertisement for Bids:

6.1. At a minimum, this Agreement/Contract is to be advertised for bids in local and statewide newspapers.

Submission of Bids:

6.2. Bidders shall submit their bids at the place and by the deadline indicated elsewhere in the Bidding Documents.

Opening of Bids:

6.3. Bids are to be opened and read aloud publicly at the time and place indicated elsewhere in the Bidding Documents.

ARTICLE 7 - AWARD OF AGREEMENT/CONTRACT

7.1. If this Agreement/Contract is awarded, it is to be awarded to the lowest responsive, responsible bidder. A fixed-price (lump-sum or unit-price or both) agreement/contract is to be used. A clear explanation of the method of evaluating bids and the basis for awarding this Agreement/Contract are included elsewhere in the Bidding Documents. All bids may be rejected when in the best interest of the Owner.

ARTICLE 8 - CONTRACT TIME

8.1. The number of days within which, or the date(s) by which, the Goods and Special Services are to be furnished and ready for final payment (the Contract Time) is set forth elsewhere in the Contract Documents. Unless otherwise provided in the Contract Documents, the Contract Time will commence to run on the Effective Date of this Agreement/Contract.

ARTICLE 9 - PROGRESS AND PAYMENT SCHEDULES

9.1. The Contractor shall submit progress and payment schedules to the Owner within ten calendar days after the Effective Date of this Agreement/Contract.

9.1.1. The progress schedule is to indicate the Contractor's estimated dates for furnishing the various Goods and Special Services and is to show both the projected cost of Goods and Special Services furnished and the projected percentage of Goods and Special Services furnished versus Contract Time.

9.1.2. The payment schedule is to show the Contractor's projected progress and/or final payment(s) cumulatively by month.

ARTICLE 10 - INSURANCE

10.1. Unless otherwise provided in the Contract Documents, the Contractor shall assume all risk of loss or damage to the Goods prior to the Owner's acceptance of delivery of the Goods and shall purchase and maintain, during fabrication and/or delivery of the Goods, such property insurance upon the Goods as the Owner requires or as the Contractor deems appropriate, whichever is greater.

10.2. Unless otherwise provided in the Contract Documents, the Owner shall assume all risk of loss or damage to the Goods after it accepts delivery of the Goods. After assuming all risk of loss or damage to the Goods, the Owner shall purchase and maintain property insurance upon the Goods. This insurance is to be in the amount recommended by a competent insurance counselor and is to insure against such risks as are customarily insured against in connection with the storage or operation of like goods (to the extent that such insurance is obtainable from time to time against any one or more such risks). In addition, this insurance is to be obtained from responsible insurance companies licensed to do business in the State of Florida.

ARTICLE 11 - APPLICATION(S) FOR PAYMENT

11.1. The Contractor's application(s) for payment are to be accompanied by such certificates or documents as may be reasonably required. The Owner shall forward a copy of such certificates or documents as may be reasonably required to the Florida Department of Environmental Protection.

ARTICLE 12 - ACCESS TO RECORDS

12.1. Authorized representatives of the Owner, the Florida Department of Environmental Protection, and the United States Environmental Protection Agency shall have access to, for the purpose of inspection, any books, documents, papers, and records of the Contractor that are pertinent to this Agreement/Contract. The Contractor shall retain all books, documents, papers, and records pertinent to this Agreement/Contract for a period of five years after receiving and accepting final payment under this Agreement/Contract.

NOTE: Articles 13, 14, and 15 only apply to Federal CAP Grant Projects.

ARTICLE 13 - MINORITY AND WOMEN'S BUSINESS ENTERPRISES

13.1. A goal of_____* percent of the Contract Price is established for Minority Business Enterprise (MBE) participation in the furnishing of the Goods and Special Services, and a goal of_____* percent of the Contract Price is established for Women's Business Enterprise (WBE) participation in the furnishing of the Goods and Special Services. If bidders or prospective contractors (including the Contractor) intend to let any lower-tier subcontracts for any portion of the furnishing of the Goods and Special Services, they shall physically include these percentage goals for MBE and WBE participation in all solicitations for subcontracts and shall take affirmative steps to assure that MBEs and WBEs are utilized, when possible, as sources of the Goods and Special Services. Affirmative steps are to include the following: (a) including small, minority, and women's businesses on solicitation lists; (b) assuring

that small, minority, and women's businesses are solicited whenever they are potential sources; (c) dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by small, minority, and women's businesses; (d) establishing delivery schedules, when requirements permit, that will encourage participation by small, minority, and women's businesses; and (e) using the services of the Small Business Administration and the Office of Minority Business Enterprise of the United States Department of Commerce as appropriate.

*The percentage goals for MBE and WBE participation are to be inserted by the Owner and are to be based upon the percentage goals that have been, or will be, stipulated in the State revolving fund loan agreement for the Owner's FDEP-assisted Project.

13.2. Within ten calendar days after being notified of being the apparent Successful Bidder, the apparent Successful Bidder shall submit to the Owner documentation of the affirmative steps it has taken to utilize Minority and Women's Business Enterprises (MBEs and WBEs) in the furnishing of the Goods and Special Services and documentation of its intended use of MBEs and WBEs in the furnishing of the Goods and Special Services. The Owner shall keep this documentation on file and shall forward to the Florida Department of Environmental Protection a copy of the apparent Successful Bidder's documentation concerning its intended use of MBEs and WBEs in the furnishing of the Goods and Special Services.

13.3. Minority and Women's Business Enterprise (MBE and WBE) participation in the furnishing of the Goods and Special Services is to be considered in the award of this Agreement/Contract. The Owner shall not execute this Agreement/Contract until the Florida Department of Environmental Protection has approved the extent of MBE and WBE participation in the furnishing of the Goods and Special Services.

ARTICLE 14 - VIOLATING FACILITIES (SECTION 306 OF THE CLEAN AIR ACT, SECTION 508 OF THE CLEAN WATER ACT, AND EXECUTIVE ORDER 11738)

14.1. The Contractor, and all subcontractors at any tier, shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857[h]), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 (Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans), and 40 CFR Part 15, which prohibit the use, under nonexempt Federal contracts, grants, or loans, of facilities included on the United States Environmental Protection Agency's List of Violating Facilities.

14.2. In accordance with 40 CFR Part 15, if the price of this Agreement/Contract exceeds $100,000 and/or if this Agreement/Contract is otherwise nonexempt from 40 CFR Part 15, the Contractor agrees to the following:

14.2.1. the Contractor will not use any facility on the United States Environmental Protection Agency's List of Violating Facilities in the performance of this Agreement/Contract for the duration of time that the facility remains on the List;

14.2.2. the Contractor will notify the Florida Department of Environmental Protection/United States Environmental Protection Agency (USEPA) if a facility it intends to use in the performance of this Agreement/Contract is on the USEPA's List of Violating Facilities or if it knows that a

facility it intends to use in the performance of this Agreement/Contract has been recommended to be placed on the USEPA's List of Violating Facilities; and

14.2.3. in the performance of this Agreement/Contract, the Contractor will comply with all requirements of the Clean Air Act and the Clean Water Act, including the requirements of Section 114 of the Clean Air Act and Section 308 of the Clean Water Act, and all applicable clean air standards and clean water standards.

14.3. If the Contractor, or any subcontractor at any tier, awards any lower-tier subcontracts for any portion of the Goods or Special Services, it shall physically include in all such subcontracts the following provision:

14.3.1. The Subcontractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857[h]), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 (Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans), and 40 CFR Part 15, which prohibit the use, under nonexempt Federal contracts, grants, or loans, of facilities included on the United States Environmental Protection Agency's (USEPA's) List of Violating Facilities. In accordance with 40 CFR Part 15, if the price of this Subcontract exceeds $100,000 and/or if this Subcontract is otherwise nonexempt from 40 CFR Part 15, the Subcontractor agrees to the following: (a) the Subcontractor will not use any facility on the USEPA's List of Violating Facilities in the performance of this Subcontract for the duration of time that the facility remains on the List; (b) the Subcontractor will notify the Florida Department of Environmental Protection/USEPA if a facility it intends to use in the performance of this Subcontract is on the USEPA's List of Violating Facilities or if it knows that a facility it intends to use in the performance of this Subcontract has been recommended to be placed on the USEPA's List of Violating Facilities; and (c) in the performance of this Subcontract, the Subcontractor will comply with all requirements of the Clean Air Act and the Clean Water Act, including the requirements of Section 114 of the Clean Air Act and Section 308 of the Clean Water Act, and all applicable clean air standards and clean water standards. In addition, if the Subcontractor awards any lower-tier goods or special services subcontracts under this Subcontract, the Subcontractor shall physically include this provision in all such subcontracts.

ARTICLE 15 - DEBARMENT AND SUSPENSION (EXECUTIVE ORDER 12549)

15.1. If the price of this Agreement/Contract equals or exceeds $25,000, the Owner shall not award this Agreement/Contract, nor permit any lower-tier goods or special services subcontract with a price equaling or exceeding $25,000 to be awarded, to any party that is debarred or suspended or is otherwise excluded from, or ineligible for participation in, Federal assistance programs under Executive Order 12549 (Debarment and Suspension).

15.2. The attention of all bidders or prospective contractors (including the Contractor) is directed to the certification/clause entitled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions", which has been extracted from Appendix B to 40 CFR Part 32 and included as Appendix A to these Supplementary Conditions. The certification/clause entitled "Certification Regarding Debarment, Suspension, Ineligibility and

Voluntary Exclusion - Lower Tier Covered Transactions" is applicable to this Agreement/Contract if the price of this Agreement/Contract equals or exceeds $25,000.

15.3. If bidders or prospective contractors (including the Contractor), or any prospective subcontractors at any tier, intend to let any lower-tier subcontracts for any portion of the Goods or Special Services, they shall physically include the certification/clause entitled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions", which is included as Appendix A to these Supplementary Conditions, in all lower-tier goods and special services subcontracts with a price equaling or exceeding $25,000 and in all solicitations for such subcontracts.

ARTICLE 16 – AMERICAN IRON AND STEEL PROVISION

Contracts being constructed with assistance from the State Revolving Fund Program are currently required to comply with the American Iron and Steel Provision provisions as provided in Appendix B.

ARTICLE 17 - PROHIBITED LOCAL GOVERNMENT CONSTRUCTION PREFERENCES

A. Pursuant to Section 255.0991, F.S., for a competitive solicitation for construction services in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation, a state, college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation that provides a preference based upon:

1. The contractor's maintaining an office or place of business within a particular local jurisdiction;
2. The contractor's hiring employees or subcontractors from within a particular local jurisdiction; or
3. The contractor's prior payment of local taxes, assessments, or duties within a particular local jurisdiction.

B. For any competitive solicitation that meets the criteria in Paragraph A., a state college, county, municipality, school district, or other political subdivision of the state shall disclose in the solicitation document that any applicable local ordinance or regulation does not include any preference that is prohibited by Paragraph A.

APPENDIX A TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION SUPPLEMENTARY CONDITIONS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS

[Note: This certification/clause has been extracted from Appendix B to 40 CFR Part 32 and is applicable to all FDEP-assisted goods and services (including construction) contracts and subcontracts with a price equaling or exceeding $25,000; this certification/clause is to be included in all FDEP-assisted goods and services (including construction) contracts and subcontracts with a price equaling or exceeding $25,000 and in all solicitations for such contracts and subcontracts.]

Instructions for Certification

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

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

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

4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

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

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.

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

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

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

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

(3) The prospective lower-tier participant also certifies that it and its principals:

(a) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State 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 (3)(a) of this certification; and

(c) Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default. Where the prospective lower-tier participant
is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal.

APPENDIX B TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION SUPPLEMENTARY CONDITIONS AMERICAN IRON AND STEEL PROVISION

The Contractor acknowledges to and for the benefit of City of Wildwood, FL ("Owner") and the State of Florida (the "State") that it understands that iron and steel products to be installed as a part of this contract must be in compliance with the Federal American Iron Steel (AIS) requirements. For Clean Water SRF funded projects, the AIS requirements can be found in Section 608 of the Federal Water Pollution Control Act (Clean Water Act). Section 608 of the Clean Water Act (33 U.S.C. 1388) includes the following language:

(a) In general
Funds made available from a State water pollution control revolving fund established under this title may not be used for a project for the construction, alteration, maintenance, or repair of treatment works unless all of the iron and steel products used in the project are produced in the United States.
(b) Definition of iron and steel products
In this section, the term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.
(c) Application
Subsection (a) shall not apply in any case or category of cases in which the Administrator finds that—
(1) applying subsection (a) would be inconsistent with the public interest;
(2) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
(3) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.
(d) Waiver
If the Administrator receives a request for a waiver under this section, the Administrator shall make available to the public, on an informal basis, a copy of the request and information available to the Administrator concerning the request, and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The Administrator shall make the request and accompanying information available by electronic means, including on the official public Internet site of the Environmental Protection Agency.
(e) International agreements
This section shall be applied in a manner consistent with United States obligations under international agreements.

For Drinking Water SRF funded projects, the AIS requirements are in Public Law 113-76 and continue in force under continuing resolutions that use similar language, including Section 424 of the "Consolidated Appropriations Act, 2016."

Notwithstanding any other provision of this Agreement, any failure to comply with AIS requirements by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

For waivers to these requirements based on (c) above, contact the State Revolving Fund Program at (850) 245-2835 or SRF_Reporting@dep.state.fl.us.

I certify that the equipment provided under this contract meets the above requirements.

Garney Companies, Inc.
Name of Equipment Supplier

November 10, 2023
Date

Eric C. Wagner
Name of Authorized Official (printed or typed)

Director – Plant Southeast
Title

Signature of Authorized Official



OUR PASSION
IS WATER™

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: **Commercial Card Agreement with Regions Bank**

REQUESTED ACTION: Staff requests approval to enter into agreement with Regions Bank for a Commercial Purchasing Card Program.

CONTRACT: Vendor/Entity: Regions Bank

Effective Date: Termination Date:

Managing Division/Department: Finance

BUDGET IMPACT: None.

HISTORY/FACTS/ISSUES:

The City currently has a purchasing card program with Bank of America. The Finance staff have had discussions with Regions Bank regarding their purchasing card program. Staff has already seen a need for a change to the existing card program. As the City grows and purchasing needs expand, our current spending limits with Bank of America are becoming an issue with keeping up with purchasing demands. In addition, the Bank of America program has no ability to make changes to spending limits on individual cards in a fluid fashion; it must always be done over the phone and with restrictions on how limits can be changed. The Regions purchasing card program has a user friendly online portal where Finance staff can log in and change spending limits at any time, in real time. Regions is also offering an increased overall spending limit of $100,000 compared to the Bank of America program where the General Fund has a $25,000 overall limit and the Utility Fund a $10,000 overall limit. An example of the need for an updated program can be evidenced in a current scenario. The City is reserving multiple hotel rooms for residents impacted by street work on Scardino Street. We are struggling to secure the hotel reservation with our current overall spend limit with Bank of America.

In addtion, in the future we can work to expand the Regions purchasing card program in such a way that would result in annual rebates to the City. This is accomplished by securing vendors who will accept payment by purchasing card in lieu of a paper check. Depending on our total annual purchasing card spend, we could qualify for an annual rebate. We do not anticipate having a high enough spend in the initial stages of our program to garner a rebate, but the potential exists as we develop the program.

There is no cost to the City for the program. There are some services that do incur cost but these are not applicable to our program as designed. Payments will be made monthly, the same as they are with Bank of America, so there will be no interest charges. Once the Regions card program is up and running, the Bank of America program will be phased out.

Customer Name: City of Wildwood FL
Date: 11/16/2023

THIS COMMERCIAL CARD AGREEMENT (the "Agreement") is made and entered into as of the date set forth above by the business whose name is set forth above ("Company") with Regions Bank ("Bank"). This Agreement contains the terms and conditions under which Bank will issue commercial card accounts and cards at Company's request (each, a "Card").

1. CARDS TO BE ISSUED TO COMPANY

Company has requested Bank to establish a credit card account(s) that may be accessed through physical card or card not present transactions with virtual card issuance (collectively, "Commercial Cards" or "Cards" to make a purchase of goods and services (a "Purchase") from those merchants that accept Visa card as a method of payment (a "Merchant"):

- In this Agreement a "Cardholder" means the individual whose name a Card is issued to or who is designated by the Company as being authorized to use a Card and an "Authorized User" means an individual who is authorized by Company to request access to the card account through card not present transactions or virtual card issuance.. The Company acknowledges that this definition of a Cardholder is for the purpose of this Agreement only and may not apply with respect to other commercial cards services or features including the Visa Corporate Liability Waiver or Travel Insurance programs. The Company acknowledges that this definition of a Cardholder is for the purpose of this Agreement only and may not apply with respect to other commercial cards services or features including the Visa Corporate Liability Waiver or Travel Insurance programs. At Company's option, physical cards issued to Cardholders also may be used to obtain cash from Bank, another financial institution, a non-financial financial institution, or automated teller machine that accepts the Card (a "Cash Advance").

Physical Cards, Ghost Cards and Virtual Cards may be collectively referred to as "Commercial Cards" or "Cards."

Except as otherwise provided in Section 9 below, all Purchases and Cash Advances on Company's Cards will be billed to Company through a central account (a "Corporate Account"). At Company's option, Bank may establish additional Corporate Accounts to facilitate Company's management of expenses charged to its Cards. For each Card, Bank will establish a subaccount (a "Subaccount") to the Corporate Account. Although fees and charges may be billed to a Corporate Account, all Purchases and Cash Advances must be charged to a Subaccount.

2. COMPANY SET UP FORM

Company, through its duly authorized representative, has completed and submitted to Bank the implementation form for each Corporate Account ("Implementation Form"), which is attached to and incorporated into this Agreement as Exhibit I. Among other information provided on the Implementation Form, Company has designated the options it has chosen regarding Cards to be issued under this Agreement, including Company's billing and payment cycles, and whether Company has requested access to the commercial card account(s) through card not present transaction ("CNP" or "Virtual Cards"), has requested Individual or Company Billing (as defined in Section 9 below), and has chosen to permit any Cardholder to obtain Cash Advances with a Physical Card.

3. ISSUANCE OF PHYSICAL CARDS

For physical card programs, Company must designate a minimum of at least ten (10) Cardholders who each will receive a physical card. On the Implementation Form, Company has designated the initial Cardholders and Authorized Users for physical cards. Company must follow Bank's procedures (as they may be modified from time to time by Bank in its sole discretion) to designate additional Cardholders and Authorized Users. Company agrees to notify Bank immediately, by telephone, followed by prompt written notice, if (a) any Physical Card is lost, stolen or subject to unauthorized use, or (b) Company terminates a Cardholder's or Authorized User's authority to use a physical card.

4. COMPANY'S RESPONSIBILITY FOR USE OF COMMERCIAL CARDS

All Commercial Cards shall at all times remain the property of Bank, may be canceled by Bank at any time, and must be surrendered by Company on Bank's demand. Company accepts complete responsibility for all transactions on all Commercial Cards issued at the request of Company's Commercial Card Administrators (as defined below), and for all charges and fees due under this Agreement. Company also accepts complete responsibility for assuring that all use of its Commercial Cards complies with the requirements of this Agreement. The Company promises to pay the Bank all amounts due as provided in this Agreement.

Company must appoint and designate a person as a Commercial card Administrator ("Commercial Card Administrators") on the Set Up Form. While not required, as best practice a Company should appoint and designate two commercial card administrators. The Commercial Card Administrator(s) are responsible for managing Company's use of the Cards through the online card management system made available by Bank (the "Card Management System") including but not limited to, designate and authorizing Cardholders and Authorized Users. Among other responsibiliites, the Commercial Card Administrator(s) shall provide notice to Bank of any changes to the information provided int he Set Up Form and to any other infomration with respect to the Cardholders, Authorized Users or the use of Commercial Cards, including without limitation, any limits Company may place on the transaction type, amount or frequency permitted for Commercial Card use generally and/or by any Cardholder or Authorized User.

Company is responsible for reviewing all billing statements and other transaction activity reports made available through the Card Management System and for reporting any errors and unauthorized transactions on the Commercial Cards. Bank shall have no obligation to provide Company with statements or other reports of any transactions occurring more than twenty-four (24) months prior to the date any such report is requested.

5. LIMITATIONS ON USE OF COMMERCIAL CARDS

The Commercial Cards may be subject to various limitations regarding transaction type, amount and frequency, as agreed upon in writing between Company and Bank. Company agrees that these limitations are reasonable and fully meet the needs of Company for security and control over its Commercial Cards, while at the same time affording the Cardholders and any Authorized Users sufficient access to the Cards. Company acknowledges that, under the rules governing the processing of Visa card transactions, transactions in an amount below certain floor limits established will not be subject to prior authorization or approval at the point-of-sale and will, therefore, bypass the routine authorization process for transaction approval. Company accepts full responsibility for payment of all such transactions, even if any such transaction does not comply with any transaction limitations agreed upon in writing between Company and Bank.

6. PERMISSIBLE PURPOSES FOR USING COMMERCIAL CARD ACCOUNT

Business Purposes Only: Each Commercial Card may be used solely for Company's business purposes (and not for any personal, family or household purpose), and Company agrees to so advise each Cardholder and Authorized User. Company's obligations under this Agreement, however, shall not be affected or limited if any balances are incurred for non-business purposes.

No Illegal Transactions: No Commercial Card may be used for any illegal transaction. Company agrees that the Commercial Cards will be used only for transactions that are legal where they are conducted. For example, Internet gambling transactions may be illegal in some states. Display of a Visa logo by an online merchant does not mean that an Internet transaction is legal anywhere it may be conducted. Bank may charge a Commercial Card for such transactions and will not be liable for any illegal transaction. Bank may deny authorization of any transactions identified as Internet gambling. Company agrees that Commercial Cards will not be used to conduct transactions in any country or territory, or with any individual or entity that is subject to economic sanctions administered and enforced by the U.S. Department of the Treasury's Office of Foreign Assets control (or OFAC). Use of Commercial Cards in those countries may be blocked. Company accepts full responsibility for payment of all such transactions, even if any such transaction does not comply with the limitations provided in this Section.

7. ANNUAL FEE; OTHER FEES

In return for the services provided to Company by Bank under this Agreement, Company agrees to pay a nonrefundable annual fee for each Physical Card issued under this Agreement. The amount of the annual fee is set forth on the fee schedule included as part of the Exhibit II ("Fee Schedule"), and will be charged to the Corporate Account or, if Company has selected Individual Billing, to each Commercial Card during the first billing cycle after the Effective Date of this Agreement and during the same month of each subsequent year. Company also agrees to pay the other fees set forth on this Fee Schedule. Bank may change the amount and terms of the annual fee and any other fees (including without limitation the Cash Advance Fee and Late Fee provided below) by providing written notice of the change to Company as provided in Section 18.

8. CASH ADVANCES

If Company has selected the option to obtain cash from Bank, another financial institution, a non-financial financial institution, or automated teller machine that accepts the Card (a "Cash Advance") on any physical cards, Company agrees to pay a fee for each Cash Advance provided under this Agreement. Cash Advances include any and all advances to obtain cash or cash equivalents, whether in person, through an ATM, or by any other means whatsoever, including without limitation using Commercial Cards to make tax payments. The Cash Advance Fee will be in addition to any other charge or fee that may be imposed by a third party in connection with any Cash Advance, such as a fee charged for using a ATM that is not operated by Bank.

9. PERIODIC BILLING

Individual Billing: If Company selected Individual Billing for Travel Cards, at the end of each billing cycle in which a Travel Card Subaccount has a closing credit or debit balance of more than $1, Bank shall furnish to the Cardholder a billing statement reflecting all transactions posted to that Subaccount, all fees and charges imposed on that Subaccount under this Agreement, and any credits to that Subaccount (an "Individual Statement"). With Individual Billing, Company may not receive any billing statements, but all activity on each Travel Card will be provided to Company through the card management system, and Company remains obligated for payment in full of the amount billed on each Individual Statement by the Payment Due Date (as defined below) for that Statement.

Company Billing: At the end of each billing cycle in which any Subaccount has a closing credit or debit balance of more than $1, Bank shall furnish to Company a billing statement reflecting all transactions posted to all Subaccounts, all fees and charges imposed under this Agreement, any credits to the Corporate Account or any Subaccount, and the total payment due for all Subaccounts (the "Corporate Statement"). If Company has chosen to receive Individual Billing for Travel Cards, an amount billed to an Individual Statement will be included on the Corporate Statement only if that amount is not paid by Payment Due Date.

For all Billing Statements: Among other information, the Company Statement and each Individual Statement will show the total balance owed on the Corporate Account or Subaccount, as applicable (the "New Balance") and the date by which Bank must receive payment of the New Balance (the "Payment Due Date").

10. PAYMENT IN FULL REQUIRED FOR EACH BILLING CYCLE

Regardless of the billing option that Company selects, Company agrees to pay or have paid the New Balance in full on or before the Payment Due Date shown on each Company Statement or Individual Statement, as applicable. **Unless Bank agrees otherwise in writing, Company authorizes Bank to debit Company's deposit account designated as set forth in the ACH Authorization in the Exhibit III for the New Balance shown on each Company Statement and for any other fees, charges or amounts under this Agreement when due.** Company further agrees that its failure to pay the full amount owed under this Agreement on or before any Payment Due Date (which includes its failure to have sufficient funds in its designated deposit account for the amount owed on any Payment Due Date) will constitute a breach of this Agreement for which Bank may, without prior notice to Company, immediately suspend or terminate Company's ability to use Commercial Cards.

11. LATE FEE

If any New Balance on an Individual Statement or Company Statement is not paid in full within five (5) days of the Payment Due Date, Company shall pay a Late Fee equal to the greater of (a) $10 or (b) one and one-half percent (1.5%) of that portion of the New Balance that remains unpaid.

12. CREDIT LIMIT

Bank, in its sole discretion, shall establish a total credit limit for Company (the "Company Credit Limit"). If Company has selected the option for Cash Advances, Bank may designate that only a portion of the Company Credit Limit and any Individual Credit Limit is available for Cash Advances. If Bank makes this designation, any reference in this Agreement to the Company Credit Limit shall be considered a reference to both the total credit limit and any limits on Cash Advances, unless otherwise specified. If the total Cash Advances charged to the Corporate Account exceed the designated limit on Cash Advances, Company will be considered to have exceeded Company Credit Limit for all purposes of this Agreement. Company promises to keep the amount of credit outstanding under this Agreement at all times below the applicable Company Credit Limit. Subject to the requirements of applicable law, Bank at any time may increase or decrease Company Credit Limit (including the portion available for Cash Advances) to be effective immediately, whether in response to a request by Company or otherwise. Bank will notify Company in writing if such a change occurs.

With the approval of Bank, Company may designate activity limits and an individual credit limit for each Cardholder and Authorized User (an "Individual Credit Limit"), which always will be contingent upon availability of credit under Company's Credit Limit. If Company has selected the option for Cash Advances, Bank may designate that only a portion of any Individual Credit Limit is available for Cash Advances. If Bank makes this designation, any reference in this Agreement to the Individual Credit Limit shall be considered a reference to both the total Individual Credit Limit and any limits on Cash Advances, unless otherwise specified. If the total Cash Advances charged to a Subaccount exceed the designated limit on Cash Advances, the Subaccount will be considered to have exceeded the Individual Credit Limit for all purposes of this Agreement. Company agrees to advise each Cardholder and Authorized User of the Individual Credit Limit and any activity limits applicable to that Subaccount, including but not limited to restrictions relating to the maximum number of transactions or maximum total dollar amounts permitted during a specified period of time. Company understands that once an applicable Individual Credit Limit or an activity limit is reached with respect to that Subaccount, Bank has no obligation to honor further uses of the Card associated with that Subaccount until Bank has received sufficient payment on the Subaccount, the applicable time period has expired, or Company has notified Bank of a change to the Subaccount restrictions and Bank has had a reasonable opportunity to act on that notice.

When a payment is made on the Corporate Account or any Subaccount, Bank will apply that payment as of the date that Bank receives it, but Bank may delay increasing the credit available under this Agreement for up to ten (10) days while that payment is processed. Bank does not have to honor any Purchase or Cash Advance that would cause the outstanding balance on the Corporate Account or Subaccount (including interest and fees) to exceed the applicable Company or Individual Credit Limit. If Bank does so, this Agreement also will apply to any credit Bank extends in excess of the applicable Credit Limit, and Company agrees to pay this excess amount immediately. If Bank honors requests for credit over the applicable Credit Limit on one or more occasions, it does not mean that Bank must honor future overlimit requests.

13. UNAUTHORIZED USE OF THE ACCOUNT

Company agrees to call Bank immediately at 1-888-934-1087 if Company or any Cardholder or Authorized User knows or suspects that any Card is lost or stolen, or that any Subaccount is otherwise subject to unauthorized use. At Bank's request, Company agrees to provide written confirmation of that report. As used in this Agreement, "unauthorized use" means the use of any Card by a person other than a Cardholder or an Authorized User who does not have actual, implied or apparent authority for such use, and from which Company receives no benefit. Company will be liable for all unauthorized use.

14. ERRORS AND BILLING DISPUTES

Company agrees to review promptly each Company Statement and to instruct each Cardholder to review promptly each Individual Statement. If Company or any Cardholder believes that a Statement is incorrect or needs additional information about a transaction shown on a Statement, Company agrees to notify Bank in writing within sixty (60) days of the date of the billing statement on which any error or disputed charge first appeared and at the address provided on that statement. If Company does not notify Bank within this time period, Company waives any rights with respect to the disputed amount to the fullest extent permitted by law. Company's notice must include the following information: both Company' name and the name of the Cardholder; the Subaccount Number; the dollar amount of any dispute or suspected error; the reference number for any questioned transaction; and a brief description of the dispute or alleged error.

15. SOFTWARE

Company will use the card management system to manage the Account and Cards and use the software and other related services approved by Bank and accessible via the Internet to request and receive cards or to make Purchases electronically (collectively, "Software"). The required Software may be provided to Company directly by Bank or any other service provider designated by Bank in its sole discretion (a "Software Provider"). If Company has requested to receive Virtual Cards on the Implementation Form, Company also has identified the specific Software that Company will use with its Virtual Cards. Company's use of the Software is subject to the terms of this Section and any terms and conditions provided on the website hosting the Software (the "Website Terms of Use").

License to Use Software. By issuing Cards to Company, Bank grants to Company a non-exclusive, worldwide right and license in the Software identified to use the Software exclusively for the purpose of making purchases using Company's Cards (the "License"), subject to the terms, conditions, and/or limitations set forth in this Section.

Company acknowledges and agrees that: (i) the scope of the License and rights granted to Company is expressly limited to those required for Company to fulfill the stated purpose of the grant, and that any and all rights which are not expressly granted to Company in this Section shall remain vested in Bank or the Software Provider (as applicable).

Company acknowledges and agrees that Bank and/or any Software Provider shall retain the right, in its reasonable business judgment, to revoke or suspend the License granted to Company and/or to suspend Company's access to the Software in the event that it reasonably believes that Company's use of the Software: (A) is in violation of state, federal, or international law or outside the scope of the License provided; (B) will subject Bank or the Software Provider (as applicable) to legal liability for which it may incur material damages; and/or (C) Company's use of the Software exceeds the rights granted to Company under the License. Company's License to use the Software shall terminate automatically upon termination of Bank's agreement to provide Cards to Company.

The License and rights granted to Company Bank under this Section are and shall otherwise be deemed to be, for purposes of Section 365(n) of the U.S. Bankruptcy Code, licenses of rights to "intellectual property" as defined under Section 101 (35A) of the U.S. Bankruptcy Code.

Security Procedures for Use of Software. Bank may make available to Company certain procedures, including the use of identification codes, passwords, log-on identifications, personal or location identification numbers, repetitive codes, encryption, tokens and other security devices, systems and software (collectively, the "Security Procedures") that are designed to verify the authenticity of instructions, orders and other communications sent by Company using the Software (each, a "Communication"). Bank has no obligation to act on any Communication that fails to comply with the Security Procedures, and may refuse to act on any Communication where Bank reasonably doubts its authenticity or compliance with the Security Procedures. Bank is entitled to act on any Communication that Bank receives which is sent in Company's name and in compliance with the Security Procedures, and Bank has no obligation to verify the content of such Communication, establish the identity of the person giving it, or await any confirmation of that Communication by Company. Bank shall have no liability for acting on, and Company shall be bound by, any Communication sent in Company's name, whether or not that Communication actually was authorized by Company.

Bank reserves the right to issue new Security Procedures and/or to cancel or change any Security Procedures from time to time. Whenever the Security Procedures include the assigning to Company of any confidential password, logon identification, identification code, personal or location identification number, repetitive code, token or similar security device (a "Security Device"), Company shall not disclose any Security Device except to employees or agents authorized to act for Company in connection with the Cards issued to Company, and agrees to instruct its authorized employees and agents to do the same. Company shall implement such safeguards as are reasonably necessary to ensure the confidentiality and integrity of each Security Device, and shall immediately notify Bank if the confidentiality or integrity of any Security Device is breached or threatened. To the fullest extent permitted by law, Company shall be solely responsible for the safekeeping of all Security Devices and assumes all risk of the disclosure or inadvertent use of any Security Device by any party whatsoever, whether such disclosure or use results from Company's negligence, deliberate acts or otherwise. Bank shall not be liable for any loss or damage resulting from fraudulent, unauthorized or otherwise improper use of any Security Devices.

Company also agrees that the use of these Security Procedures constitutes a commercially reasonable security procedure for Company's use of Cards. Company agrees to be bound by all Communications that are initiated in Company's name and in compliance with the Security Procedures, regardless of whether or not Company actually authorized the Communication. Bank's records demonstrating any Communication's compliance with the Security Procedures shall be deemed conclusive proof that the Communication received by Bank was authorized by Company and that Company is bound by that Communication.

Company agrees that the purpose of the Security Procedures is to verify the authenticity of Communications transmitted to Bank in Company's name, and not to detect an error in the transmission or content of any Communication. Company acknowledges that no security procedure for the detection of such errors has been agreed upon by Bank and Company, and that Bank has no obligation to investigate or discover, and shall not be liable for, errors by Company. If any Communication sent in Company's name and in compliance with the Security Procedures contains any error, to the full extent allowed by law Company shall be liable for, and shall indemnify Bank or any Software Provider (as applicable) against any claims, losses and expenses Bank may incur that arise from or relate to the erroneous Communication. Company also agrees that Bank will not be liable for any loss that Company may incur as a result of someone else using the Security Device, either with or without Company's knowledge. Company understands it could be held liable for losses incurred by Bank or another party due to someone else using your Security Device.

Acceptable Use. Company agrees to use the Software only as expressly provided by the License for its own business, and not directly or indirectly for the use or benefit of any other person, and only in compliance with all applicable laws, including, without limitations, copyright, trademark, obscenity and defamation laws and those related to data privacy and the transmission of technical or personal data. Company may not use the Software for spamming, chain letters, junk mail or distribution lists to contact any person who has not given specific permission to be included in such list.

Indemnification. Company agrees to indemnify and hold Bank and/or any Software Provider (as applicable) harmless against all costs and expenses (including reasonable attorneys' fees) that each may incur in connection with any third party claim or action that arises from or relates to (i) Company's acts, omissions or misrepresentations under the License and/or any Online Terms, regardless of whether any acts or omissions are a breach of the License and/or any Online Terms, and/or (ii) Company's use of the Software, regardless of whether such use is in accordance with the License, any Online Terms, or applicable law.

16. THIRD PARTY PRODUCTS AND SERVICES

From time to time and in its sole discretion, Bank may make available one or more products or services provided by third parties for use in connection with Commercial Cards, such as software that enables Company to manage card settings and expenses charged to Commercial Cards. These services are not under the control of Bank and Company will be provided third party website addresses at implementation. The provider of these websites applies encryption technology to its websites to assist in the protection of the Company's information. If Company chooses to obtain such third party product or service, Company acknowledges that transactions conducted over the internet and information transmitted over the internet may be subject to interception by outside parties not under the control of the Bank or the provider of the website. In this regard, Company assumes the risk of such occurrences and releases the Bank from liability for any activity of this nature.

The Company will be issued an ID and password to gain entry into these websites. Company agrees to protect, secure and preserve the ID and password and the confidentiality of the ID and password. Company further agrees to follow all procedures issued by Bank from time to time involving the use of any Internet related products. Company acknowledges that data presented within the website on a particular day is information posted by the website provider as of the close of provider's prior business day. Any third party product or service that Company chooses to receive will be subject to the fees provided in the Fee Schedule, which may be payable to Bank, rather than the third party. Company releases Bank from liability for any claims that arise from or relate to Company's use of any such third party product or service unless such claim is proven to result directly from Bank's gross negligence or willful misconduct.

17. TRANSACTIONS IN FOREIGN CURRENCIES

For any transaction on a Commercial Card in a foreign currency, the transaction amount will be converted by Visa International into a U.S. dollar amount in accordance with the operating regulations or conversion procedures in effect at the time the transaction is processed. Currently, those regulations and procedures provide that the currency conversion rate to be used is either (1) a wholesale market rate or (2) a government-mandated rate in effect one day prior to the processing date. The currency conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date. The same conversion process and fee may apply if any Foreign Transaction is reversed or credited back to the Subaccount. The amount (in U.S. dollars) of any credit associated with a particular foreign transaction is likely to differ from the original amount (in U.S. dollars) of the Card transaction due to differences in the applicable exchange rates, which may vary daily. For any transaction that is (1) made in a foreign currency or (2) processed outside of the United States, Company agrees to pay any Foreign Transaction fee imposed by Visa. The current fees are provided in the Fee Schedule, but Visa may change these rates at any time and without prior notice.

18. NOTICES

Except as otherwise expressly provided in this Agreement, all notices, requests and other communications provided for hereunder must be directed to the other party at the respective addresses indicated in this Agreement and must be either (1) in writing, by first class mail, postage prepaid, (2) via facsimile, (3) via e-mail, or (4) hand delivered. Delivery shall be deemed to have occurred within three days of mailing if sent by mail, on the date of confirmation if sent by facsimile or e-mail, or on the date of delivery if hand-delivered. Either party may, by notice to the other, change its address set forth in this Agreement. Company's address for notices is set forth at the end of this Agreement. Bank's address for notices is:

Mailing Address:
Regions Bank
Attn: Commercial Card Services (ALBH40207B)
2050 Parkway Office Circle
Hoover, AL 35244

Hand-Delivery Address:
Regions Bank
Attn: Commercial Card Services (ALBH40207B)
2050 Parkway Office Circle
Hoover, AL 35244

Email Address:
tmipcardgroup@regions.com

Fax Number:
205-905-5840

19. NONUSE OF SERVICE

In the event that Company does not use the services to be provided under this Agreement for a period of six (6) months or longer, Bank may terminate Company's ability to use the services described in this Agreement without any advance notice to Company.

20. TERMINATION

Company may terminate this Agreement at any time by providing written notice to Bank and surrendering all outstanding Commercial Cards to Bank. Except as otherwise provided by law, Bank may terminate this Agreement and/or deactivate Company's Commercial Cards at any time, without prior notice to Company.

This Agreement shall be automatically be terminated without notice to Company (i) if there is a death of a guarantor or any owner or officer of Company; (ii) if Company files a petition in bankruptcy, petitions or applies to any tribunal for the appointment of a custodian, receiver or trustee for it or a substantial part of its assets or commences any proceeding under any bankruptcy, dissolution or reorganization law or statute, or if any such proceeding is filed against it, and such petition, application or proceeding remains undismissed for a period of thirty (30) days or more; (iii) if Company becomes insolvent or generally does not pay its debts as they become due or makes a general assignment for the benefit of creditors; (iv) if Company has any substantial part of its property become subject to any levy, seizure, assignment, application for sale for or by any creditor or governmental agency; or (v) if Company fails to maintain its corporate, partnership or other business existence in good standing; or (vi) if Company, without the prior written consent of Bank, consolidates or merges with or into or acquires the stock of any other corporation or entity, sells or otherwise transfers all or substantially all of its assets, permits the sale or transfer of a material ownership interest in Company, or otherwise materially changes or permits to be materially changed its organization or corporate or ownership structure. Termination of this Agreement and/or deactivation of any Commercial Cards, for any reason shall not terminate Company's obligation to pay Bank for all amounts due under the Agreement (including, without limitation, amounts which post to the Commercial Cards) or any other Company obligation which survives such termination according to the terms of this Agreement or by implication. Upon termination, all amounts owed under this Agreement shall become immediately due and payable.

21. CHANGES TO THIS AGREEMENT

To the fullest extent permitted by applicable law, Bank may modify, add to, delete from or otherwise change any of the terms of this Agreement (including without limitation the fees and charges provided under this Agreement) at any time and from time to time in Bank's discretion upon written or electronic notice to Company, including (without limitation) by including notice with or on Company's account statement or by posting notice on Bank's official web site at http://www.regions.com or any subsequent official Bank web site. Company agrees that a summary of any change in the terms is sufficient notice. Any changes made by Bank shall be effective as provided in Bank's notice. Company agrees that advance notice is not required for any changes to the card management system or any other administrative or operational features and elements applicable to Cards (including, without limitation, security limits and restrictions) or for any changes that are in Company's favor.

22. INDEMNIFICATION

Company agrees to indemnify and hold Bank harmless from any and all liability and expense, including reasonable attorneys' fees incurred by Bank in connection with this Agreement or the performance of its duties hereunder unless the actions which give rise to the indemnity obligation are solely the result of Bank's gross negligence or willful misconduct. The terms and provisions of this Section shall survive the termination of this Agreement and/or deactivation of any Commercial Cards, for any reason.

23. LIMITATION OF BANK'S LIABILITY

Bank's duties and responsibilities are limited to those described in this Agreement. Bank will be responsible for loss sustained by Company only to the extent that such loss is caused by Bank's gross negligence or willful misconduct. In any case, liability will extend only to the resulting actual direct loss, and not to any incidental, consequential, indirect or special loss or damage. Further, Bank will not be responsible for any loss or damage resulting from any delay in the performance or any failure to perform any of its other responsibilities under this Agreement which is caused by an act of God, fire or other catastrophe, electrical, computer or system failure, acts or failures to act by Company or by third parties, or any other cause beyond Bank's reasonable control.

Visa Liability Waiver Program. Subject to applicable terms and conditions, Company may be eligible for coverage under Visa Liability Waiver Programs which provides coverage against employee misuse of the Card. Company should consult with Visa Liability Program brochures available upon request from Regions for terms and conditions of coverage. Company acknowledges that Regions is not responsible for providing any form of liability protection program on Company's behalf and that Regions makes no representations or warranties regarding any such program that may be offered by third parties.

24. COMPLIANCE WITH ANTI-MONEY LAUNDERING LAWS AND REGULATIONS

Company represents and warrants that it is and will remain in compliance with all applicable anti-money laundering laws and regulations, including (without limitation) the U.S. Bank Secrecy Act, as amended by Title III, International Money Laundering and Anti-Terrorist Financing Act of 2001, of the USA PATRIOT Act of 2001, as may be amended from time to time. Company shall from time to time promptly provide Bank with such information and documentation as Bank may request (including, without limitation, names of proposed Cardholders, names of existing Cardholders, and other identifying information relating to such proposed and existing Cardholders), and otherwise shall fully cooperate with Bank as Bank deems necessary, in order to screen and clear Cardholders against the Specially Designated Nationals list (the "SDN List") of Office of Foreign Asset Control and/or to ensure compliance with applicable anti-money laundering laws and regulations. In the event Bank shall at any time determine that any existing Cardholder or proposed Cardholder cannot be cleared against the SDN List, Bank shall have the right to withhold or delay the issuance of, or to suspend or deactivate, any related Card until Company provides such information as may be necessary for Bank to clear such proposed or existing Cardholder against the SDN List. Bank reserves the right to require Company at any time and from time to time (i) independently to screen and clear proposed or existing Cardholders against the SDN List, (ii) to certify to Bank that such Cardholders have been screened and cleared against the SDN List, and (iii) to deny Card use for any transactions to any proposed or existing Cardholder as to whom Company does not or cannot provide such certification. Without limiting or diminishing any other right or remedy of Bank under this Agreement, Bank shall have the right to withhold or delay the issuance of, or to suspend or deactivate, any Card or Cards in the event Company shall fail to comply fully and faithfully with the terms and provisions of this Section 24 or in the event that Bank shall deem itself at risk for any violation of applicable anti-money laundering laws or regulations.

25. BENEFICIAL OWNERSHIP

If Company is a Legal Entity Customer, Company agrees to provide Bank with all information, documentation, and certifications that Bank requests about Beneficial Owners pursuant to 31 C.F.R. §1010.230. Company represents and warrants that the most recent of such information, documentation, and certifications submitted to Bank remains true and accurate. Further, Company certifies and confirms that Company will notify Bank immediately—and in no event no later than at any renewal—should Company have any change to its Beneficial Owners or any other person(s) or entity(ies) having any direct or indirect equity interest in Company. Nothing in this paragraph shall be construed to obligate Bank to renew this Agreement. "Legal Entity Customer" has its meaning set forth in 31 C.F.R. § 1010.230(e) and includes a corporation, limited liability company, or other entity that is created by a filing of a public document with a Secretary of State or similar office, a general partnership, and any similar business entity formed under the laws of a foreign jurisdiction that opens an account.

26. ARBITRATION

Any controversy, claim, dispute or issue related to or arising from (i) the interpretation, negotiation, execution, assignment, administration, repayment, modification, or extension of this Agreement; (ii) any charge or cost incurred under this Agreement; (iii) the collection of any amounts due under this Agreement; (iv) any alleged tort related to or arising out of this Agreement; or (v) any breach of any provision of this Agreement, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "AAA Rules").

Any disagreement as to whether a particular dispute or claim is subject to arbitration under this paragraph shall be decided by arbitration in accordance with the provisions of this paragraph. Commencement of litigation by any person entitled to demand arbitration under this paragraph shall not waive any right that person has to demand arbitration with respect to any counterclaim or other claim that may be made against that person, whether in, relating to, or arising out of such litigation, or otherwise. The Expedited Procedures of the AAA Rules shall apply in any dispute where the aggregate of all claims and the aggregate of all counterclaims each are in an amount less than $500,000. The arbitrator(s) may award all remedies that a court could award.

Judgment upon any award rendered by the arbitrator(s) in any such arbitration may be entered in any Court having jurisdiction of the dispute. Any demand for arbitration under this Agreement shall be made no later than the date when any judicial action upon the same matter would be barred under any applicable statute of limitations. Any dispute as to whether the statute of limitations bars the arbitration of such matters shall be decided by arbitration in accordance with the provisions of this paragraph. The locale of any arbitration proceedings under this Agreement shall be in Birmingham, Alabama, or such other location as is mutually acceptable to Company and Bank.

The arbitrator(s) in any such arbitration shall establish such reasonable procedures as may be necessary for the reasonable exchange of information between the parties prior to such arbitration. Any arbitration under this paragraph shall be on an individual basis between the parties to this Agreement only and shall not be commenced by or on behalf of a class of persons, it being the intention of the parties that there shall be no class action arbitration under this Agreement. Company and Bank specifically acknowledge and agree that this Agreement evidences a "transaction involving commerce" under the Federal Arbitration Act, and both Company and Bank each hereby waive and relinquish any right to claim otherwise. With respect to disputes submitted to arbitration, Company and Bank each waive all rights to a trial by jury.

27. FINANCIAL INFORMATION

Company shall deliver, upon request, to Bank as soon as available, and in any event not later than three (3) months after the end of each fiscal year of Company, Company's audited financial statements prepared by independent certified public accountants acceptable to Bank. Company further agrees to provide to Bank from time to time such other information regarding the financial condition of Company as Bank may reasonably request.

28. LIABILITY FOR TAXES

Company acknowledges that certain sales, use and other taxes may be required in conjunction with certain purchases made using the Commercial Cards. Company agrees to be liable for all such taxes and further agrees to indemnify Bank against any claim, or any expense associated with such a claim, for payment of any taxes. The terms and provisions of this Section shall survive the termination of this Agreement and/or deactivation of any Commercial Cards, for any reason.

29. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama and applicable federal law.

30. HEADINGS

The headings and captions contained in this Agreement are included only for convenience of reference and do not define, limit, explain or modify this Agreement or its interpretation, construction, or meaning.

31. VALIDITY

The holding of any provision of this Agreement as invalid, illegal, or unenforceable, in whole or in part, shall not affect the other provisions of this Agreement, which shall remain in full force and effect.

32. ASSIGNMENT AND BINDING EFFECT

Company may not assign or transfer this Agreement, the Corporate Account, any Subaccount, or any Commercial Card without Bank's prior written acknowledgement and consent, which may be granted or withheld in Bank's absolute discretion. Bank may assign this Agreement and/or any or all of Bank's rights hereunder, or delegate any or all of Bank's responsibilities hereunder, to any third party or parties in Bank's discretion and without notice to Company. Subject to the foregoing, this Agreement shall be binding on Company and Bank and their respective successors and assigns.

33. MERGER OF AGREEMENTS

This Agreement constitutes the entire agreement between the parties hereto concerning the subject matter hereof. All prior and/or contemporaneous agreements or understandings concerning the subject matter hereof, whether oral or written, are merged into this Agreement.

34. COLLECTIONS

Company agrees to pay all costs of collecting or attempting to collect any amounts due under this Agreement and all costs of defending any claim asserted against Bank arising out of or in connection with this Agreement, which costs shall include, without limitation, attorneys' fees and costs. The terms and provisions of this Section shall survive the termination of this Agreement and/or deactivation of any Commercial Cards.

35. REMEDIES; WAIVER

The rights, remedies, and recourse afforded to Bank with respect to the enforcement of this Agreement, whether arising in law or in equity, are cumulative and concurrent and may be exercised by Bank in such order and in such manner as Bank may determine in Bank's sole and absolute discretion. No delay or omission by Bank in exercising any right or remedy under this Agreement or applicable law shall impair such right or remedy or be construed as a waiver of any such right or remedy. Any single or partial exercise of a right or remedy shall not preclude further exercise of that right or remedy or the exercise of any other right or remedy. No waiver shall be valid unless in writing and signed by Bank. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions. Where this Agreement or applicable law permits Bank to take action, or not to take action, in Bank's discretion on any matter, any action or inaction on Bank's part with respect to such matter shall not obligate Bank to repeat such action or inaction with respect to similar matters that may subsequently arise. Except as otherwise required by the express terms and provisions of this Agreement, no notice to or demand on Company in any case shall entitle Company to any other or further notice or demand in similar or other circumstances.

36. REVENUE SHARING

Bank will provide revenue sharing to company, as provided in Exhibit IV.

37. SIGNATURE AND DELIVERY

Electronic and PDF signatures are deemed equivalent to original signatures for purposes of this Agreement. This Commercial Card Agreement may be issued, executed and then delivered by sending PDF or other copies hereof via email or other electronic means and in one or more counterparts, each of which shall be (i) an original, and all of the counterparts of which taken together shall constitute one and the same agreement, (ii) a valid and binding agreement and fully admissible under state and federal rules of evidence and (iii) enforceable under UCC Section 3-309, UCC Section 3-604, or any other similar statute (with any provision thereunder to the contrary being waived hereby), without regard to any loss or destruction of any written counterpart hereof, the parties hereto agreeing that the possession or maintenance of an executed and delivered, scanned, electronic or digital version hereof shall constitute possession hereof and shall not constitute the destruction hereof and shall not result in the discharge of any obligation evidenced hereby, notwithstanding UCC Section 3-604 or any other similar statute. If this Commercial Card is issued via electronic signature in electronic format, it shall also constitute a "transferable record" under UETA and/or ESIGN or other equivalent, applicable law.

38. MUNICIPAL ADVISORS

The Bank and its representatives are not registered Municipal Advisors and do not provide advice to Municipal Entities or Obligated Persons with respect to Municipal Financial Products or the issuance of municipal securities (including regarding the structure, timing, terms and similar matters concerning Municipal Financial Products or municipal securities issuances) or engage in the solicitation of Municipal Entities or Obligated Persons for the provision by non-affiliated persons of municipal advisory services and/or investment advisory services. See 15 U.S.C. §78o-4.

*Please ensure signers are in accordance with borrowing resolution.

Signature of Authorized Representative 1	**Signature of Authorized Representative 3**
Cassandra S Smith	
Printed Name	Printed Name
Asst City Manager	
Title	Title
Signature of Authorized Representative 2	**Signature of Authorized Representative 4**
Printed Name	Printed Name
Title	Title

Company's Address:

Mailing Address:

100 N Main St

Wildwood FL 34785

Attn:

Hand-Delivery Address:

100 N Main St

Wildwood FL 34785

Attn: Cassandra Smith

Email Address:

csmith@wildwood-fl.gov

Fax Number:

REGIONS

COMMERCIAL CARD AGREEMENT
SET UP FORM

Company Name: City of Wildwood FL
Effective Date: 11/16/2023

Fee Schedule

Commercial Card Services	
Purchasing or Fleet (Per Card)	Waived
Commercial Travel (Per Card)	Waived
Online Tools:	
CentreSuite	Waived
Regions Intersect	
Expense Management (Min $100K Limit)	$100/month
A/P Automation (Min $250K Limit)	$100/month
Intersect A/P Lite(Min $500K Annual Spend)	$50/month
Data/Receipt Retrieval (Post 24 months)	$135.00/hr.
Custom File/Custom Extract Development	
Standard Delivery: 5 to 8 weeks	As Quoted
Rush Delivery: 1 to 4 weeks	As Quoted
Emergency Delivery: Less than 1 week	As Quoted
IntelliLink	$100/month
Integrated Payables	Refer to Treasury Management Price List
VCF Data File	$250.00 setup
Card Plastics:	
Standard	Waived
Co-Branded (Must have more than 25 cards)	$250.00
Custom	$500.00
Other Fees:	
Overnight Card Delivery (Per Card)	$25.00
Custom Programming	$160/hr.
Late Payment	Greater of $10.00 or 1.5% of Total Outstanding Balance
Cash Advance	Greater of $10.00 or 1.5% of Cash Advance Amount
Foreign Transaction	Transactions which originate and settle in a different currency are subject to Visa's current standard foreign conversion rate of 1.20%. Transactions which originate and settle in the same currency but occur across borders are subject to Visa's current conversion rate of 0.8%. Fees imposed by Visa and are subject to change at any time without notice.

This pricing is guaranteed for one year, and then may be changed as provided in the Commercial Card Agreement.

Signature: _____ Signature: _____
Company Regions Bank

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: **Millennium Park FRDAP Agreement Grant Acceptance**

REQUESTED ACTION: Staff recommends approval.

CONTRACT: Vendor/Entity:

Effective Date: Termination Date:

Managing Division/Department:

BUDGET IMPACT: This grant provides $200,000.00 in funding for the Millennium Park project, which is budgeted in the Capital Project Fund.

HISTORY/FACTS/ISSUES:

In 2021, the City began searching for additional funding sources for certain large projects in the city that meet the qualifications for a Federal Department of Environmental Protection (FDEP) grant. With the assistance of the city's grant writer, RMPK Funding, the City submitted an application through the Florida Recreation Development Assistance Program (FRDAP), offered through FDEP, for the Millennium Park project. The City received notification it has been awarded a $200,000 grant for the project, which is intended to contribute funding toward a new bike trail, soccer fields, a picnic pavilion, baseball fields, restrooms, landscaping, renovation of parking, and pre-agreement costs for the Millennium Park construction project phases 1 and 2. Attached is the grant agreement accepting the grant funds for a total amount of $200,000.00. Commission approval is required to sign the agreement and accept the funds.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): **Millennium Park** — Agreement Number: **A2407**

2. Parties: **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **City of Wildwood** — Entity Type: **local government**

Grantee Address: **100 N Main St., Wildwood, FL 34785** — FEID: **59-6000450** (Grantee)

3. Agreement Begin Date: **upon execution** — Project Completion Date: **April 30, 2026** — Date of Expiration: **June 30, 2026**

4. Project Number: **A2407** *(If different from Agreement Number)* — Project Location(s): **1300 Huey St., Wildwood, FL 34785**

Project Description: **New bike trail, soccer fields, picnic pavilion, baseball fields, restrooms, landscaping; Renovation of parking. Pre-Agreement costs.**

5. Total Amount of Funding: **$ 200,000.00**

Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
☑ State ☐Federal	**Line Item No. 1796, GAA, FY 2023-2024**	$ **200,000.00**
☐ State ☐Federal		$
☑ Grantee Match		$ **200,000.00**
	Total Amount of Funding + Grantee Match, if any:	$ **400,000.00**

6. Department's Grant Manager

Name: **Reilly Allman** or successor

Address: **3900 Commonwealth Blvd**, **MS #535**, **Tallahassee, FL, 32399**

Phone: **850-245-2783**

Email: **reilly.allman@floridadep.gov**

Grantee's Grant Manager

Name: **Jeremy Hockenbury** or successor

Address: **100 N Main Street**, **Wildwood, FL 34785**

Phone: **352-330-1330**

Email: **jhockenbury@wildwood-fl.gov**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☑ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☑ Attachment 2: Special Terms and Conditions
☑ Attachment 3: Grant Work Plan
☑ Attachment 4: Public Records Requirements
☑ Attachment 5: Special Audit Requirements
☑ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with section 215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☑ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☑ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☐ Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808 (State)
☐ Exhibit H: Non-Profit Organization Compensation Form (State)

☐ Additional Exhibits (if necessary):	
8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

City of Wildwood **GRANTEE**

Grantee Name

By _____ _____

(*Authorized Signature)* Date Signed

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection **DEPARTMENT**

By _____ _____

Secretary or Designee Date Signed

Print Name and Title of Person Signing

☐ Additional signatures attached on separate page.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement; and/or
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction

If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

   i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

   ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments (i.e., cost reimbursement) under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:

i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;

ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;

iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for cost reimbursement and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and

iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity.

f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:

i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates.

l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

    i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price

negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.

e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing $5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole

discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
    i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may

not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

a. Signage Requirements

a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan Infrastructure Law" or "project funded by President Biden's Inflation Reduction Act" as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: https://www.epa.gov/invest/investing-america-signage.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during

the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

29. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
    i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
    ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
    iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
    i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the

original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.

ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.

iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.

d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.

e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.

f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. A2407

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is Millennium Park. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement begins when the final party signs the Agreement (the "effective date") and ends on the Project Completion Date. Only authorized Pre-Agreement/ Retroactive expenses may be reimbursed outside of this period .
b. Extensions. There are no extensions available for this Project.
c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur after approval of the final delivereable(s).
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☒	☒	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☒	☒	a. Fringe Benefits, which shall be calculated at the rate of 40% of direct salaries.
☒	☒	b. Indirect Costs, which shall be calculated at the rate of 15% of direct costs.
☒	☒	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☒	☒	Rental/Lease of Equipment
☒	☒	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
The Agreement requires at least a 50% match on the part of the Grantee. Therefore, the Grantee is responsible for providing $200,000 through cash or third party in-kind towards the project funded under this Agreement. The

Grantee may claim allowable project expenditures made on July 1, 2023, or after for purposes of meeting its match requirement as identified above. Each payment submitted shall document all matching funds and/or match efforts (i.e., in-kind services) provided during the period covered by each request. The final payment will not be processed until the match requirement has been met.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 10% of the total amount of the Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section

908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Additional Terms.

None.

Any terms added here must be approved by the Office of General Counsel.

ATTACHMENT 3
GRANT WORK PLAN
FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP)
Project Name: Millennium Park
Grantee Name: City of Wildwood
FRDAP Project # A24007

SUMMARY: The Grantee shall complete the Project Element(s), which were approved by the Department through the FRDAP Application Evaluation Criteria, pursuant to Chapter 62D-5, Florida Administrative Code (F.A.C.). Any alteration(s) to the Project Element(s) as submitted in the Grantee's application and listed in the Grant Work Plan is considered a significant change, must be pre-approved by the Department, and may require a formal Amendment to this Agreement. All work must be completed in accordance with the FRDAP Program, and local, state and federal laws, the approved Project plans, all required permits, and the Florida Building Code. Prior to the Department issuing a "Notice to Commence" to the Grantee, as specified in Attachment 6 of the Agreement, Program Specific Requirements, the Department must receive evidence of and have approved all Deliverables in Task 1.

For the purpose of this Agreement, the terms "Project Element" and "Project Task" are used interchangeably to mean an identified facility within the Project.

The Project is located at 1300 Huey St., Wildwood, FL 34785 and is considered a "Large Project" pursuant to paragraph 62D-5.055(6)(a), F.A.C.

Retroactive Project.
☐This Project has been approved as a "Retroactive Project." Retroactive Projects are eligible for a FRDAP grant award if they otherwise meet the FRDAP rule criteria, funds are available, and Project Costs have occurred within one (1) year prior to the approval for funding by the Governor.

☒This Project has not been approved as a "Retroactive Project".

Project Completion: The Project Completion Date for this Agreement is **April 30, 2026**

Budget: Reimbursement for allowable costs for the Project shall not exceed the maximum Grant Award Amount outlined below. There is match required on the part of the Grantee under this Agreement. The total estimated Project Cost provided below is based on the approved FRDAP Application. A detailed cost analysis will be provided in the Deliverables for Task 1, prior to the Department issuing the "Notice to Commence." All final Project Costs shall be submitted to the Department with the payment request.

Maximum Grant Award Amount:	**$200,000**
Required Grantee Match Amount:	**$200,000**
Total Estimated Project Cost:	**$400,000**
Match Ratio:	50:50

Scope of Work/Tasks	Deliverables	Due Date	Financial Consequences
TASK 1 **1.A.** Development of Commencement Documentation Checklist (DRP-107)[1]. **1.B.** A Cost Analysis Form, with detailed budget (and In-House Cost Schedule(s), if applicable).	**DELIVERABLE 1** The Department will issue "Notice to Commence" upon receipt and approval of: **1.A.** All applicable Project specific Commencement documentation listed on Commencement Documentation Checklist (DRP-107) **1.B.** A Cost Analysis Form, with detailed budget (and In-House Cost Schedule(s), if applicable). Project planning expenses, such as application preparation, architectural and engineering fees, permitting fees, Project inspection, and other similar fees are eligible for reimbursement. However, reimbursement, if requested, shall not exceed fifteen (15%) of total Project Cost, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule. **The Grantee may not proceed with development of the Project until Notice to Commence has been issued.**	180 calendar days after Execution of Agreement[2]	Failure to provide the required Commencement Documentation may jeopardize your funding. The Department may terminate the Project Agreement if the required Deliverables are not submitted and approved by the Department.
TASK 2 **2.A.** Development of Primary and Support Project Elements, which includes: **New bike trail, soccer fields, picnic pavilion, baseball fields, restrooms, landscaping; Renovation of parking. Pre-Agreement costs.** **2.B.** Development of Completion of Documentation Checklist (DRP-111). **2.C.** Completion of Final Status Report (DRP-109).	**DELIVERABLE 2** The Grantee may request reimbursement upon Department receipt and approval of: **2.A.** Development of required Project Elements. **2.B.** All applicable Project specific Completion documentation listed on Completion Documentation Checklist (DRP-111) **2.C.** Final Status Report (DRP-109). The Grantee may request reimbursement for allowable budgeted expenses and costs pursuant to the Agreement that are directly related to the successful development of the Project site. Reimbursement shall not exceed the Grant	Due April 30, 2026, which shall also be the Project Completion Date[3]	No reimbursement will be made for Deliverable(s) deemed unsatisfactory by the Department. Payment(s) will not be made for unsatisfactory or incomplete work. In addition, a Task may be terminated for Grantee's failure to perform.

	Award Amount, less any reimbursement requested for in Deliverable 1, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule below. Ten percent (10%) of the Grant Award will be retained until the Project is designated complete by the Department.		

Project Task Performance Standard: The Department's Grant Manager will review the Project Completion Certificate and the Deliverables to verify compliance with the requirements for funding under the FRDAP; approved plans and application approved for funding. Upon review and written acceptance by the Department's Grant Manager of the Project Completion Certificate and the Deliverables under each Project Task, the Grantee may proceed with the payment request submittal.

Payment Request Schedule: Following Department approval of all Deliverables, the Grantee may submit a **single payment request** on Exhibit C, Payment Request Summary Form, DRP-115, along with all required documentation as outlined in the Financial Reporting Procedures (DRP-110), as applicable, to support payment. A payment request submitted as part of the reimbursement process must correspond with the Cost Analysis and supporting documents provided under Project Tasks.

Endnotes:

1. FRDAP documentation is available at https://floridadep.gov/lands/land-and-recreation-grants/content/frdap-assistance and/or from the Land and Recreational Grants Section, State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, MS# 585, Tallahassee, Florida, 32399-3000.
2. Project Agreement is subject to termination if Commencement documentations under Task 1 are not received and approved by the Department within 180 calendar days of the Project Agreement execution.
3. Due Date will not be extended beyond the Grant Period as outlined in Subsection 62D-5.058(7), F.A.C.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department 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 Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities.

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	General Appropriations Act Line Item 1796- Fixed Capital Outlay Florida Recreation Development Assistance Grants from General Revenue Fund and Florida Forever Trust Fund	2023-2024	37.017	Florida Recreation Development Assistance Program	$200,000	140002

Total Award	$200,000	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

[1] Subject to change by Change Order.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM SPECIFIC REQUIREMENTS

FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM

ATTACHMENT 6

1. Project Submittal Forms.
Administrative Forms, Reimbursement Forms, and Guidelines referenced in this Agreement may be found at https://floridadep.gov/lands/land-and-recreation-grants/content/frdap-assistance, or by contacting the Department's Grant Manager.

2. Notice to Commence.
Prior to commencement of the Project, the Grantee shall submit to the Department for approval all documentation and completion of responsibilities listed on the Commencement Documentation Checklist, DRP-107. Upon satisfactory approval by the Department, the Department will issue written "Notice to Commence" to the Grantee to commence the Project. **The Grantee SHALL NOT proceed until the Department issues the "Notice to Commence."** Until the Department issues the "Notice to Commence," the Department is not obligated to pay or reimburse Grantee for fees, costs, or general expenses of any kind that were incurred prior to the "Notice to Commence," except for Pre-Agreement Expenses as more fully described in subsection 62D-5.054(34), F.A.C.

3. Site Plans.
Project site facilities must be attractive for public use and compatible with the environment. Plans and specifications for Project site improvements and facilities must be in accordance with current engineering and architectural standards. The Grantee should emphasize the health and safety of users, accessibility to the general public, and the protection of the recreational and natural values of the area. **The Grantee may alter a conceptual site plan only after written approval by the Department.**

The Grantee shall have final site plans (site, engineering, and architectural) prepared for the Project and sealed by a registered architect or engineer licensed in accordance with the laws of the State of Florida (collectively the "Project Plans"). The Grantee must deliver a complete original, signed, and sealed set of the Project Plans to the Department before the Department will issue final reimbursement.

4. Project Completion.
All work under this Agreement must be completed no later than 60 days before the expiration date of the Agreement, known as the "Project Completion Date." The Department may require the Grantee to do additional work before designating the Project "complete." If the Project has not been designated as complete by the Department by midnight of the Date of Expiration, the Project funds will revert to the revenue fund from which they were appropriated (paragraph 62D-5.058(7)(a), F.A.C.).

5. Project Completion Certification.
To certify completion, the Grantee will submit to the Department the Project Completion Certification, DRP-112, available online and incorporated herein by reference. The Project must be designated complete prior to the Department releasing final reimbursement. The Department shall designate the Project complete upon receipt and approval of all deliverables and when Project site is open and available for use by the public for outdoor recreation purposes. The Department will release the retainage when the Department approves the Completion Documentation set forth in paragraph 62D-5.058(7)(d), F.A.C. The final payment of the retained amount will be processed within thirty (30) days of the Project designated complete by the Department.

6. The following modifies paragraph 8.d, Attachment 1, Standard Terms and Conditions:

a. Reimbursement for Costs.
Project Costs will be reimbursed as provided in paragraph 62D-5.058(2)(a), F.A.C., and in the Project Agreement. The Grantee is eligible for reimbursement, in whole or in part, for Department-approved Pre-Agreement Expenses

and, if applicable, costs associated with Retroactive Projects, through the Project Completion Date of this Agreement. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, cost(s) must meet all FRDAP requirements, financial reporting requirements, and rules and regulations applicable to expenditures of state funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.

i. Pre-Agreement Expenses. Pursuant to subsection 62D-5.054(34), F.A.C., Pre-Agreement Expenses means expenses incurred by a Grantee for accomplishment of an eligible FRDAP project prior to full execution of the Project Agreement. Parties hereby acknowledge and agree, Grantee is entitled to submit for cost-reimbursement eligible Pre-Agreement Expenses, which are expenses Grantee incurred for the accomplishment of the Project prior to full execution of this Agreement.

7. The following is added to paragraph 8, Attachment 1, Standard Terms and Conditions:

k. Project Costs. The Department will reimburse Project costs pursuant to paragraph 62D-5.058(2)(a), F.A.C., and as provided herein. Project costs, except for Pre-Agreement Expenses, shall be incurred between the effective date of the Agreement, and the Project Completion Date as set forth in the Project Completion Certification determined and identified herein. If the total cost of the Project exceeds the grant amount and the required match (if applicable), Grantee must pay the excess cost.

l. Cost Limits. Pursuant to paragraphs 62D-5.058(2)(a) and (b), F.A.C., project planning expenses, such as application preparation, surveys (boundary and topographic), title searches, project signs, architectural and engineering fees, permitting fees, project inspection fees, and other similar fees are eligible Project costs provided that such costs do not exceed fifteen percent (15%) of the total Project cost.

8. The following hereby replaces paragraph 8.h, Attachment 1, Standard Terms and Conditions:

h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation from the Recommended Application Priority List by the Florida Legislature. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations. It is further understood that Grant Awards may be revised by the Department due to the availability of FRDAP program funds.

9. The following replaces paragraph 10, Attachment 1, Standard Terms and Conditions:

Status Reports.

a. The Grantee must utilize, Project Status Report Form, DRP-109, available online and incorporated herein by reference, to describe the work performed during the reporting period, problems encountered, problem resolutions, schedule updates and proposed work for the next reporting period. The Project Status Reports must be submitted to the Department's Grant Manager no later than January 5, May 5, and September 5. The Department's Grant Manager has thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.

b. Additionally, the Grantee shall comply with the reporting and inventory requirements set forth in the Statewide Comprehensive Outdoor Recreation Plan (SCORP), available online: https://floridadep.gov/parks/florida-scorp-outdoor-recreation-florida and hereby incorporated by reference, by updating the Florida Outdoor Recreation Inventory (FORI) system (https://floridadep.gov/parks/florida-outdoor-recreation-inventory).

10. Site Dedication.

a. Land owned by the grantee and developed or acquired with FRDAP funds must be dedicated in perpetuity as an outdoor recreational site for the use and benefit of the general public in accordance with Rule 62D-5.059, F.A.C. Land under control other than by ownership of the Grantee such as by lease, must be dedicated as an outdoor recreation area for the use and benefit of the general public for a minimum period of twenty-five (25) years from the Project Completion Date as set forth in the Project Completion Certificate. The dedications must be recorded in the county's public property records by the Grantee. Execution of this Agreement by the Department constitutes an acceptance of a Project site(s) dedication on behalf of the general public of the State of Florida.

b. Should the Grantee's interest in the land change, either by sale, lease, or other written legal instrument, the Grantee is required to notify the Department in writing of the change no later than ten (10) days after the change occurs,

and the Grantee is required to notify all subsequent parties with interest to the land of the terms and conditions as set forth in this Agreement.

11. Management of Project Sites.

a. Site Inspections. Grantees must ensure by site inspections that facilities on the Project site are being operated and maintained for outdoor recreation for a minimum period of twenty-five (25) years from the Project Completion Date set forth in the Project Completion Certificate. The Project site must be open at reasonable times and must be managed in a safe and attractive manner.

b. Non-Compliance. The Department will terminate an agreement and demand return of the program funds (including interest) for non-compliance if a Grantee fails to comply with the terms stated in with the Agreement. If the Grantee fails to comply the Agreement, the Department will declare the Grantee ineligible for further participation in FRDAP until such time as the Grantee comes into compliance.

c. Public Accessibility. All facilities must be accessible to the public on a non-exclusive basis, without regard to age, sex, race, religion, or ability level.

d. Entrance Fees. Reasonable differences in entrance fees for other FRDAP projects may be allowed on the basis of residence, but only if the Grantee can clearly show that the difference in entrance fees reflects, and is substantially related to, all economic factors related to park management, and it is not simply related to the amount of tax dollars spent by the residents for the park; and that a definite burden on the Grantee in park maintenance costs clearly justifies a higher fee for nonresidents.

e. Native Plantings. In developing a FRDAP project with program funds, the Grantee must primarily use vegetation native to the area, except for lawn grasses.

f. The Grantee will obtain Department approval prior to any current or future development of facilities on the Project Site(s), which is defined in subsection 62D-5.054(46), F.A.C. This Agreement is not transferable.

12. Procurement Requirements for Grantee.

The Grantee must secure all goods and services for the Project according to its adopted procurement procedures.

13. Signage.

The Grantee must erect a permanent information sign on the Project site that credits funding (or a portion thereof) to the Florida Department of Environmental Protection and the Florida Recreation Development Assistance Program. The sign must be made of appropriate materials, which are durable for a minimum of twenty-five (25) years after the Project is complete. The sign must be installed on the Project site and approved by the Department before the Department processes the final Project reimbursement request.

14. Termination and Ineligibility.

In addition to the remedies provided elsewhere in this Agreement, if the Grantee fails to comply with the terms stated in this Agreement or with any provisions in Rule Chapter 62D-5, F.A.C., the Department will terminate this Agreement and demand return of the program funds (including interest). Furthermore, the Department will declare the Grantee ineligible for further participation in FRDAP until the Grantee complies. Further, the Grantee agrees to ensure that all necessary permits are obtained prior to implementing any Grant Work Plan activity that may fall under applicable federal, state, or local laws.

15. Conversion.

The Project Site acquired and/or developed with FRDAP assistance must be retained and used for public outdoor recreation. Should the Grantee, within the periods set forth in subsections 62D-5.059(1) and (2), F.A.C., convert all or part of the Project site to other than public outdoor recreational uses, the Grantee must replace the area, facilities, resource, or Project site at its own expense with an acceptable project of comparable scope, and quality.

Florida Department of Environmental Protection

EXHIBIT A
Land and Water Conservation Fund Program
Florida Recreation Development Assistance Program
Project Status Report

Required Signatures: **Adobe Signature**

Project Name: _____ Project Number: A2407

Project Sponsor: _____

Identify primary and support recreation areas and facilities to be constructed. **(50% of total costs must be in primary facilities).**
PROVIDE PHOTOS OF WORK IN PROGRESS

PRIMARY FACILITIES/ELEMENTS:

Project Elements	Work Accomplished	% Completed

SUPPORT FACILITIES/ELEMENTS:

Project Elements	Work Accomplished	% Completed

PROBLEMS ENCOUNTERED:

Period Covered (Check Appropriate Period):

- ☐ January through April: Due May 5th
- ☐ May through August: Due September 5th
- ☐ September through December: Due January 5th
- ☐ Final Status Report Date from Project Completion Certification: _____

LIAISON: _____ _____

Signature Date

Florida Department of Environmental Protection

EXHIBIT C
PAYMENT REQUEST SUMMARY FORM

Required Signatures: **Adobe Signature**

Date: _____

Grantee _____ Project Name and Number _____

Billing Period: _____ Billing #: _____

DEP Division: _____ DEP Program: _____

	Project Costs This Billing	Cumulative Project Costs
Contractual Services DRP-116		
Grantee Labor DRP-117		
Employee Benefits (_____% of Salaries)		
Direct Purchases: Materials & Supplies DRP-118		
Grantee Stock DRP-120		
Equipment DRP-119		
Land Value		
Indirect Costs (15% of Grantee Labor)		
TOTAL PROJECT COSTS	$0.00	$0.00

CERTIFICATION: I hereby certify that the above expenses were incurred for the work being accomplished in the attached progress reports.

_____ _____
Project Administrator **Date**

CERTIFICATION: I hereby certify that the documentation has been maintained as required to support the project expenses as reported above and is available for audit upon request.

_____ _____
Project Financial Officer **Date**

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: **Dr. Martin Luther King Jr. Park FRDAP Grant Agreement Acceptance**

REQUESTED ACTION: Staff recommends approval.

CONTRACT: Vendor/Entity:

Effective Date: Termination Date:

Managing Division/Department:

BUDGET IMPACT: This is retroactive reimbursement for the installation of the SplashPad.

HISTORY/FACTS/ISSUES:

With the assistance of the city's grant writer, RMPK Funding, a FRDAP grant, administered through FDEP, was identified as a potential funding source for the city's new splash pad and renovation of the basketball courts at Dr. Martin Luther King Jr. Park. The city applied for the grant and received notification that it has been awarded $50,000 for the splash pad construction/basketball court renovations. This grant allows for reimbursement of funds already expended on the projects, which have been completed and were funded in the Parks & Recreation general operating budget. Commission approval is required in order to execute the agreement and accept the funds.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): **Martin Luther King Jr. Park**
Agreement Number: **A2457**

2. Parties: **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000** (Department)
Grantee Name: **City of Wildwood** Entity Type: **local government**
Grantee Address: **100 N Main Street, Wildwood, FL 34785** FEID: **59-6000450** (Grantee)

3. Agreement Begin Date: **upon execution**
Project Completion Date: **April 30, 2026**
Date of Expiration: **June 30, 2026**

4. Project Number: **A24057** *(If different from Agreement Number)*
Project Location(s): **6938 CR 213, Wildwood, FL 34785**
Project Description: **Retroactive: New water playground and landscaping; Renovation of basket ball court.**

5. Total Amount of Funding: **$ 50,000.00**

Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
☑ State ☐Federal	**Line Item No. 1796, GAA, FY 2023-2024**	$ **50,000.00**
☐ State ☐Federal		$
☐ Grantee Match		$
	Total Amount of Funding + Grantee Match, if any:	$ **50,000.00**

6. Department's Grant Manager
Name: **Reilly Allman** or successor
Address: **3900 Commonwealth Blvd, MS #585, Tallahassee, FL, 32399**
Phone: **850-245-2783**
Email: **reilly.allman@floridadep.gov**

Grantee's Grant Manager
Name: **Jeremy Hockenbury** or successor
Address: **100 N Main Street, Wildwood, FL 34785**
Phone: **352-330-1330**
Email: **jhockenbury@wildwood-fl.gov**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☑ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☑ Attachment 2: Special Terms and Conditions
☑ Attachment 3: Grant Work Plan
☑ Attachment 4: Public Records Requirements
☑ Attachment 5: Special Audit Requirements
☑ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with section 215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☑ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☑ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☐ Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808 (State)
☐ Exhibit H: Non-Profit Organization Compensation Form (State)

☐ Additional Exhibits (if necessary):	
8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

City of Wildwood **GRANTEE**

Grantee Name

By _____ _____

(*Authorized Signature)* Date Signed

_____

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection **DEPARTMENT**

By _____ _____

Secretary or Designee Date Signed

Callie DeHaven, Director, Division of State Lands

Print Name and Title of Person Signing

☐ Additional signatures attached on separate page.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement; and/or
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction

If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

   i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

   ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments (i.e., cost reimbursement) under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:

i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;

ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;

iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for cost reimbursement and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and

iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity.

f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:

i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates.

l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

    i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price

negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.

e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing $5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole

discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
    i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may

not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

a. Signage Requirements

a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan Infrastructure Law" or "project funded by President Biden's Inflation Reduction Act" as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: https://www.epa.gov/invest/investing-america-signage.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during

the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

29. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
    i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
    ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
    iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
    i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the

original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.

ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.

iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.

d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.

e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.

f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. A2457

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is Martin Luther King Jr. Park. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement begins when the final party signs the Agreement (the "effective date") and ends on the Project Completion Date. Only authorized Pre-Agreement/ Retroactive expenses may be reimbursed outside of this period.
b. Extensions. There are no extensions available for this Project.
c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur after approval of the final delivereable(s).
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☒	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☒	☐	a. Fringe Benefits, which shall be calculated at the rate of 40% of direct salaries.
☒	☐	b. Indirect Costs, which shall be calculated at the rate of 15% of direct costs.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☒	☐	Rental/Lease of Equipment
☒	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 10% of the total amount of the Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States

according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Additional Terms.

None.

Any terms added here must be approved by the Office of General Counsel.

ATTACHMENT 3
GRANT WORK PLAN
FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP)
Project Name: Martin Luther King Jr. Park
Grantee Name: City of Wildwood
FRDAP Project # A24057

SUMMARY: The Grantee shall complete the Project Element(s), which were approved by the Department through the FRDAP Application Evaluation Criteria, pursuant to Chapter 62D-5, Florida Administrative Code (F.A.C.). Any alteration(s) to the Project Element(s) as submitted in the Grantee's application and listed in the Grant Work Plan is considered a significant change, must be pre-approved by the Department, and may require a formal Amendment to this Agreement. All work must be completed in accordance with the FRDAP Program, and local, state and federal laws, the approved Project plans, all required permits, and the Florida Building Code. Prior to the Department issuing a "Notice to Commence" to the Grantee, as specified in Attachment 6 of the Agreement, Program Specific Requirements, the Department must receive evidence of and have approved all Deliverables in Task 1.

For the purpose of this Agreement, the terms "Project Element" and "Project Task" are used interchangeably to mean an identified facility within the Project.

The Project is located at 6938 CR 213, Wildwood, FL 34785 and is considered a "Small Project" pursuant to paragraph 62D-5.055(6)(a), F.A.C.

Retroactive Project.
☒This Project has been approved as a "Retroactive Project." Retroactive Projects are eligible for a FRDAP grant award if they otherwise meet the FRDAP rule criteria, funds are available, and Project Costs have occurred within one (1) year prior to the approval for funding by the Governor.

☐This Project has not been approved as a "Retroactive Project."

Project Completion: The Project Completion Date for this Agreement is April 30, 2026.

Budget: Reimbursement for allowable costs for the Project shall not exceed the maximum Grant Award Amount outlined below. There is no match required on the part of the Grantee under this Agreement. The total estimated Project Cost provided below is based on the approved FRDAP Application. A detailed cost analysis will be provided in the Deliverables for Task 1, prior to the Department issuing the "Notice to Commence." All final Project Costs shall be submitted to the Department with the payment request.

Maximum Grant Award Amount:	**$50,000**
Required Grantee Match Amount:	**n/a**
Total Estimated Project Cost:	**$50,000**
Match Ratio:	**n/a**

Scope of Work/Tasks	Deliverables	Due Date	Financial Consequences
TASK 1 **1.A.** Development of Commencement Documentation Checklist (DRP-107)[1]. **1.B.** A Cost Analysis Form, with detailed budget (and In-House Cost Schedule(s), if applicable).	**DELIVERABLE 1** The Department will issue "Notice to Commence" upon receipt and approval of: **1.A.** All applicable Project specific Commencement documentation listed on Commencement Documentation Checklist (DRP-107) **1.B.** A Cost Analysis Form, with detailed budget (and In-House Cost Schedule(s), if applicable). Project planning expenses, such as application preparation, architectural and engineering fees, permitting fees, Project inspection, and other similar fees are eligible for reimbursement. However, reimbursement, if requested, shall not exceed fifteen (15%) of total Project Cost, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule. **The Grantee may not proceed with development of the Project until Notice to Commence has been issued.**	180 calendar days after Execution of Agreement[2]	Failure to provide the required Commencement Documentation may jeopardize your funding. The Department may terminate the Project Agreement if the required Deliverables are not submitted and approved by the Department.
TASK 2 **2.A.** Development of Primary and Support Project Elements, which includes: **Retroactive: New water playground and landscaping; Renovation of basketball court**. **2.B.** Development of Completion of Documentation Checklist (DRP-111). **2.C.** Completion of Final Status Report (DRP-109).	**DELIVERABLE 2** The Grantee may request reimbursement upon Department receipt and approval of: **2.A.** Development of required Project Elements. **2.B.** All applicable Project specific Completion documentation listed on Completion Documentation Checklist (DRP-111) **2.C.** Final Status Report (DRP-109). The Grantee may request reimbursement for allowable budgeted expenses and costs pursuant to the Agreement	Due April 30, 2026, which shall also be the Project Completion Date[3]	No reimbursement will be made for Deliverable(s) deemed unsatisfactory by the Department. Payment(s) will not be made for unsatisfactory or incomplete work. In addition, a Task may be terminated for Grantee's failure to perform.

	that are directly related to the successful development of the Project site. Reimbursement shall not exceed the Grant Award Amount, less any reimbursement requested for in Deliverable 1, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule below. Ten percent (10%) of the Grant Award will be retained until the Project is designated complete by the Department.		

Project Task Performance Standard: The Department's Grant Manager will review the Project Completion Certificate and the Deliverables to verify compliance with the requirements for funding under the FRDAP; approved plans and application approved for funding. Upon review and written acceptance by the Department's Grant Manager of the Project Completion Certificate and the Deliverables under each Project Task, the Grantee may proceed with the payment request submittal.

Payment Request Schedule: Following Department approval of all Deliverables, the Grantee may submit a **single payment request** on Exhibit C, Payment Request Summary Form, DRP-115, along with all required documentation as outlined in the Financial Reporting Procedures (DRP-110), as applicable, to support payment. A payment request submitted as part of the reimbursement process must correspond with the Cost Analysis and supporting documents provided under Project Tasks.

Endnotes:

1. FRDAP documentation is available at https://floridadep.gov/lands/land-and-recreation-grants/content/frdap-assistance and/or from the Land and Recreational Grants Section, State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, MS# 585, Tallahassee, Florida, 32399-3000.
2. Project Agreement is subject to termination if Commencement documentations under Task 1 are not received and approved by the Department within 180 calendar days of the Project Agreement execution.
3. Due Date will not be extended beyond the Grant Period as outlined in Subsection 62D-5.058(7), F.A.C.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department 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 Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities.

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	General Appropriations Act Line Item 1796- Fixed Capital Outlay Florida Recreation Development Assistance Grants from General Revenue Fund and Florida Forever Trust Fund	2023-2024	37.017	Florida Recreation Development Assistance Program	$50,000	140002

Total Award	$50,000	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

[1] Subject to change by Change Order.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM SPECIFIC REQUIREMENTS

FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM

ATTACHMENT 6

1. Project Submittal Forms.
Administrative Forms, Reimbursement Forms, and Guidelines referenced in this Agreement may be found at https://floridadep.gov/lands/land-and-recreation-grants/content/frdap-assistance, or by contacting the Department's Grant Manager.

2. Notice to Commence.
Prior to commencement of the Project, the Grantee shall submit to the Department for approval all documentation and completion of responsibilities listed on the Commencement Documentation Checklist, DRP-107. Upon satisfactory approval by the Department, the Department will issue written "Notice to Commence" to the Grantee to commence the Project. **The Grantee SHALL NOT proceed until the Department issues the "Notice to Commence."** Until the Department issues the "Notice to Commence," the Department is not obligated to pay or reimburse Grantee for fees, costs, or general expenses of any kind that were incurred prior to the "Notice to Commence," except for Pre-Agreement Expenses as more fully described in subsection 62D-5.054(34), F.A.C.

3. Site Plans.
Project site facilities must be attractive for public use and compatible with the environment. Plans and specifications for Project site improvements and facilities must be in accordance with current engineering and architectural standards. The Grantee should emphasize the health and safety of users, accessibility to the general public, and the protection of the recreational and natural values of the area. **The Grantee may alter a conceptual site plan only after written approval by the Department.**

The Grantee shall have final site plans (site, engineering, and architectural) prepared for the Project and sealed by a registered architect or engineer licensed in accordance with the laws of the State of Florida (collectively the "Project Plans"). The Grantee must deliver a complete original, signed, and sealed set of the Project Plans to the Department before the Department will issue final reimbursement.

4. Project Completion.
All work under this Agreement must be completed no later than 60 days before the expiration date of the Agreement, known as the "Project Completion Date." The Department may require the Grantee to do additional work before designating the Project "complete." If the Project has not been designated as complete by the Department by midnight of the Date of Expiration, the Project funds will revert to the revenue fund from which they were appropriated (paragraph 62D-5.058(7)(a), F.A.C.).

5. Project Completion Certification.
To certify completion, the Grantee will submit to the Department the Project Completion Certification, DRP-112, available online and incorporated herein by reference. The Project must be designated complete prior to the Department releasing final reimbursement. The Department shall designate the Project complete upon receipt and approval of all deliverables and when Project site is open and available for use by the public for outdoor recreation purposes. The Department will release the retainage when the Department approves the Completion Documentation set forth in paragraph 62D-5.058(7)(d), F.A.C. The final payment of the retained amount will be processed within thirty (30) days of the Project designated complete by the Department.

6. The following modifies paragraph 8.d, Attachment 1, Standard Terms and Conditions:

a. Reimbursement for Costs.
Project Costs will be reimbursed as provided in paragraph 62D-5.058(2)(a), F.A.C., and in the Project Agreement. The Grantee is eligible for reimbursement, in whole or in part, for Department-approved Pre-Agreement Expenses

and, if applicable, costs associated with Retroactive Projects, through the Project Completion Date of this Agreement. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, cost(s) must meet all FRDAP requirements, financial reporting requirements, and rules and regulations applicable to expenditures of state funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.

i. Pre-Agreement Expenses. Pursuant to subsection 62D-5.054(34), F.A.C., Pre-Agreement Expenses means expenses incurred by a Grantee for accomplishment of an eligible FRDAP project prior to full execution of the Project Agreement. Parties hereby acknowledge and agree, Grantee is entitled to submit for cost-reimbursement eligible Pre-Agreement Expenses, which are expenses Grantee incurred for the accomplishment of the Project prior to full execution of this Agreement.

7. The following is added to paragraph 8, Attachment 1, Standard Terms and Conditions:

k. Project Costs. The Department will reimburse Project costs pursuant to paragraph 62D-5.058(2)(a), F.A.C., and as provided herein. Project costs, except for Pre-Agreement Expenses, shall be incurred between the effective date of the Agreement, and the Project Completion Date as set forth in the Project Completion Certification determined and identified herein. If the total cost of the Project exceeds the grant amount and the required match (if applicable), Grantee must pay the excess cost.

l. Cost Limits. Pursuant to paragraphs 62D-5.058(2)(a) and (b), F.A.C., project planning expenses, such as application preparation, surveys (boundary and topographic), title searches, project signs, architectural and engineering fees, permitting fees, project inspection fees, and other similar fees are eligible Project costs provided that such costs do not exceed fifteen percent (15%) of the total Project cost.

8. The following hereby replaces paragraph 8.h, Attachment 1, Standard Terms and Conditions:

h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation from the Recommended Application Priority List by the Florida Legislature. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations. It is further understood that Grant Awards may be revised by the Department due to the availability of FRDAP program funds.

9. The following replaces paragraph 10, Attachment 1, Standard Terms and Conditions:

Status Reports.

a. The Grantee must utilize, Project Status Report Form, DRP-109, available online and incorporated herein by reference, to describe the work performed during the reporting period, problems encountered, problem resolutions, schedule updates and proposed work for the next reporting period. The Project Status Reports must be submitted to the Department's Grant Manager no later than January 5, May 5, and September 5. The Department's Grant Manager has thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.

b. Additionally, the Grantee shall comply with the reporting and inventory requirements set forth in the Statewide Comprehensive Outdoor Recreation Plan (SCORP), available online: https://floridadep.gov/parks/florida-scorp-outdoor-recreation-florida and hereby incorporated by reference, by updating the Florida Outdoor Recreation Inventory (FORI) system (https://floridadep.gov/parks/florida-outdoor-recreation-inventory).

10. Site Dedication.

a. Land owned by the grantee and developed or acquired with FRDAP funds must be dedicated in perpetuity as an outdoor recreational site for the use and benefit of the general public in accordance with Rule 62D-5.059, F.A.C. Land under control other than by ownership of the Grantee such as by lease, must be dedicated as an outdoor recreation area for the use and benefit of the general public for a minimum period of twenty-five (25) years from the Project Completion Date as set forth in the Project Completion Certificate. The dedications must be recorded in the county's public property records by the Grantee. Execution of this Agreement by the Department constitutes an acceptance of a Project site(s) dedication on behalf of the general public of the State of Florida.

b. Should the Grantee's interest in the land change, either by sale, lease, or other written legal instrument, the Grantee is required to notify the Department in writing of the change no later than ten (10) days after the change occurs,

and the Grantee is required to notify all subsequent parties with interest to the land of the terms and conditions as set forth in this Agreement.

11. Management of Project Sites.

a. Site Inspections. Grantees must ensure by site inspections that facilities on the Project site are being operated and maintained for outdoor recreation for a minimum period of twenty-five (25) years from the Project Completion Date set forth in the Project Completion Certificate. The Project site must be open at reasonable times and must be managed in a safe and attractive manner.

b. Non-Compliance. The Department will terminate an agreement and demand return of the program funds (including interest) for non-compliance if a Grantee fails to comply with the terms stated in with the Agreement. If the Grantee fails to comply the Agreement, the Department will declare the Grantee ineligible for further participation in FRDAP until such time as the Grantee comes into compliance.

c. Public Accessibility. All facilities must be accessible to the public on a non-exclusive basis, without regard to age, sex, race, religion, or ability level.

d. Entrance Fees. Reasonable differences in entrance fees for other FRDAP projects may be allowed on the basis of residence, but only if the Grantee can clearly show that the difference in entrance fees reflects, and is substantially related to, all economic factors related to park management, and it is not simply related to the amount of tax dollars spent by the residents for the park; and that a definite burden on the Grantee in park maintenance costs clearly justifies a higher fee for nonresidents.

e. Native Plantings. In developing a FRDAP project with program funds, the Grantee must primarily use vegetation native to the area, except for lawn grasses.

f. The Grantee will obtain Department approval prior to any current or future development of facilities on the Project Site(s), which is defined in subsection 62D-5.054(46), F.A.C. This Agreement is not transferable.

12. Procurement Requirements for Grantee.

The Grantee must secure all goods and services for the Project according to its adopted procurement procedures.

13. Signage.

The Grantee must erect a permanent information sign on the Project site that credits funding (or a portion thereof) to the Florida Department of Environmental Protection and the Florida Recreation Development Assistance Program. The sign must be made of appropriate materials, which are durable for a minimum of twenty-five (25) years after the Project is complete. The sign must be installed on the Project site and approved by the Department before the Department processes the final Project reimbursement request.

14. Termination and Ineligibility.

In addition to the remedies provided elsewhere in this Agreement, if the Grantee fails to comply with the terms stated in this Agreement or with any provisions in Rule Chapter 62D-5, F.A.C., the Department will terminate this Agreement and demand return of the program funds (including interest). Furthermore, the Department will declare the Grantee ineligible for further participation in FRDAP until the Grantee complies. Further, the Grantee agrees to ensure that all necessary permits are obtained prior to implementing any Grant Work Plan activity that may fall under applicable federal, state, or local laws.

15. Conversion.

The Project Site acquired and/or developed with FRDAP assistance must be retained and used for public outdoor recreation. Should the Grantee, within the periods set forth in subsections 62D-5.059(1) and (2), F.A.C., convert all or part of the Project site to other than public outdoor recreational uses, the Grantee must replace the area, facilities, resource, or Project site at its own expense with an acceptable project of comparable scope, and quality.

Florida Department of Environmental Protection

EXHIBIT A
Land and Water Conservation Fund Program
Florida Recreation Development Assistance Program
Project Status Report

Required Signatures: Adobe Signature

Project Name: _____ Project Number: A24057

Project Sponsor: _____

Identify primary and support recreation areas and facilities to be constructed. **(50% of total costs must be in primary facilities).**
PROVIDE PHOTOS OF WORK IN PROGRESS

PRIMARY FACILITIES/ELEMENTS:

Project Elements	Work Accomplished	% Completed

SUPPORT FACILITIES/ELEMENTS:

Project Elements	Work Accomplished	% Completed

PROBLEMS ENCOUNTERED:

Period Covered (Check Appropriate Period):

- ☐ January through April: Due May 5th
- ☐ May through August: Due September 5th
- ☐ September through December: Due January 5th
- ☐ Final Status Report Date from Project Completion Certification: _____

LIAISON: _____ _____

Signature Date

Florida Department of Environmental Protection

EXHIBIT C
PAYMENT REQUEST SUMMARY FORM

Required Signatures: **Adobe Signature**

Date: _____

_____ _____
Grantee Project Name and Number

Billing Period:_____ Billing #:_____

DEP Division:_____ DEP Program:_____

	Project Costs This Billing	Cumulative Project Costs
Contractual Services DRP-116		
Grantee Labor DRP-117		
Employee Benefits (_____% of Salaries)		
Direct Purchases: Materials & Supplies DRP-118		
Grantee Stock DRP-120		
Equipment DRP-119		
Land Value		
Indirect Costs (15% of Grantee Labor)		
TOTAL PROJECT COSTS	$0.00	$0.00

CERTIFICATION: I hereby certify that the above expenses were incurred for the work being accomplished in the attached progress reports.

_____ _____
Project Administrator **Date**

CERTIFICATION: I hereby certify that the documentation has been maintained as required to support the project expenses as reported above and is available for audit upon request.

_____ _____
Project Financial Officer **Date**

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: **Mission of San Pedro Road Closure Request**

REQUESTED ACTION: Staff recommends approval.

CONTRACT: Vendor/Entity:

Effective Date: Termination Date:

Managing Division/Department:

BUDGET IMPACT: None

HISTORY/FACTS/ISSUES:

Every year the Mission of San Pedro (across the street from City Hall) at 210 Wonders Street hosts a Christmas event. This year, the event will take place on Sunday, December 10, 2023, from 8:00 a.m. to 5:00 p.m. The church has submitted a request to the City to close Wonders Street so the event may be held in front of the church safely and without road traffic. In previous years the Commission has approved this request. If approved this year, the Police Department and Parks & Recreation will be notified to coordinate barricading the street for the event.

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: **Appoint Primary and Secondary Representatives for the Lake-Sumter Metropolitan Planning Organization Governing Board**

REQUESTED ACTION: Staff requests direction from the Commission.

CONTRACT: Vendor/Entity:

Effective Date: Termination Date:

Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

In previous years, the Commission appointed Commissioner Joe Elliott to act as the city's primary representative on the Lake-Sumter Metropolitan Planning Organization (LSMPO) Governing Board. Additionally, Commissioner Marcos Flores was appointed to act as the secondary representative. The LSMPO has asked that the city renew these appointments as the term has expired.

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: **FY24 Tax Flyer**

REQUESTED ACTION: For informational purposes only.

CONTRACT: Vendor/Entity:

Effective Date: Termination Date:

Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

Please see the attached FY24 Tax Flyer that will be distributed to Wildwood residents.

Understanding your Property Taxes in the City of Wildwood FY24

Tax Dollar Breakdown

What services are your contributions used for?

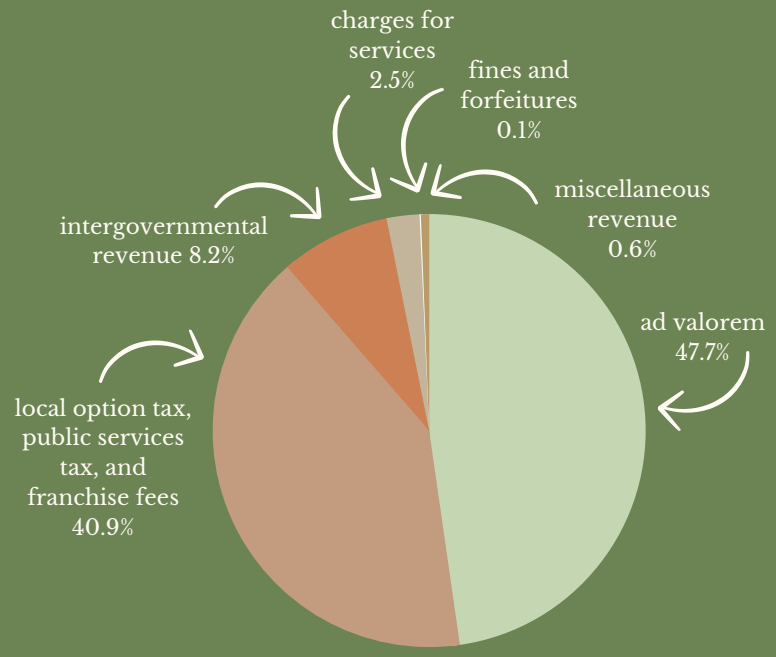


- public safety 35¢
- transportation 26¢
- general government services 15¢
- culture & recreation 12¢
- economic development 9¢
- debt service 3¢

General Fund Revenue Distribution

The largest source of revenue in the General Fund is ad valorem taxes, commonly known as property taxes

During FY24, the City anticipates collecting approximately $16.4M in ad valorem taxes



Ad valorem taxes are calculated based on the assessed value of a property

Revenue generated from ad valorem taxes is based on the millage rate adopted by the City each year

How does Wildwood compare?

FY24 Operating Millage Rate

County	City	Operating Millage Rate	2023 Population Estimate
Sumter	**Wildwood**	**2.8287**	**30,327**
Lake	Lady Lake	3.3962	16,224
Lake	Leesburg	3.4752	30,378
Sumter	Bushnell	3.5692	3,523
Lake	Fruitland Park	3.9134	8,615
Polk	Auburndale	4.2515	19,298
Lake	Groveland	5.5000	22,760
Lake	Minneola	5.7000	18,064
Lake	Mount Dora	5.9603	17,843
Polk	Bartow	6.1080	19,969
Marion	Ocala	6.6177	66,368

FY24 Total Millage Rate

County	City	Total Millage Rate
Sumter	**Wildwood**	**13.2100**
Sumter	Bushnell	13.9505
Lake	Lady Lake	15.2619
Lake	Leesburg	15.3409
Lake	Fruitland Park	15.7791
Marion	Belleview	15.9083
Lake	Clermont	16.7757
Lake	Groveland	17.2157
Lake	Minneola	17.4157
Marion	Ocala	17.5260
Lake	Mount Dora	17.8260

millage rate = the tax rate used to calculate local property taxes

Example:

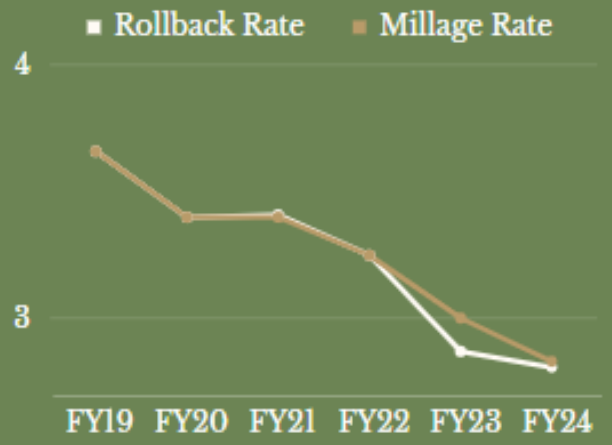
Your home's assessed value is $300,000 and you receive two homestead exemptions totaling $50,000

This brings your home's taxable value down to $250,000

Wildwood's millage rate of 2.8287 is applied for a total tax amount of $707.18

The abundant growth in Wildwood is powering reduced property taxes.

FY24 will be the sixth straight fiscal year that the City has reduced the millage rate, a welcome trend for property owners.



	FY19	FY20	FY21	FY22	FY23	FY24
Rollback Rate	3.6580	3.3980	3.4070	3.2478	2.8684	2.8051
Millage Rate	3.6580	3.3980	3.3980	3.2478	3.0000	2.8287

The rollback rate is the rate that generates the same amount of tax dollars as the previous year

Sumter County

Ad Valorem Taxes based on a $300,000 assessed Home in Sumter County with 2 Homestead Exemptions

Taxing Authority	Millage	Assessed	Exemption	Taxable	Tax
Sumter County	5.1900	$300,000	$50,000	$250,000	$1,297.50
Sumter County School Board	4.9870	$300,000	$25,000	$275,000	$1,371.43
City of Wildwood	2.8287	$300,000	$50,000	$250,000	$707.18
SWFWMD	0.2043	$300,000	$50,000	$250,000	$51.08
Total	13.2100				$3,427.19

Note: Excludes non-ad valorem assessments

When comparing a property of a similar size in Wildwood to a comparable city with similar services, our taxes are lower

For more information, visit www.wildwood-fl.gov

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: **Request to Cancel December 25, 2023 Commission Meeting**

REQUESTED ACTION: City Manager recommends approval.

CONTRACT: Vendor/Entity:

Effective Date: Termination Date:

Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

The City Manager requests the cancelation of the City Commission meeting scheduled for December 25, 2023.