BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA
Citrus County Courthouse
Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

AGENDA

May 11, 2021 1:00 PM

Scott Carnahan, Chair, District 4	**Angela Vick, Clerk of the Circuit Court**
Ronald E. Kitchen Jr., 1st Vice Chair, District 2	**Charles R. Oliver, County Administrator**
Ruthie Davis Schlabach, 2nd Vice Chair, District 3	**Denise A. Dymond Lyn, County Attorney**
Jeff Kinnard D.C., Commissioner District 1	
Holly L. Davis, Commissioner, District 5	

MISSION

Citrus County Government is a value-driven organization dedicated to responsive citizen service by providing quality programs, services and facilities to build a strong community and promote the best quality of life for our citizens.

All persons desiring to address the County Commission will be asked to limit their comments to the specific subject being discussed.

The Board gives citizens multiple opportunities for **PUBLIC INPUT**. All members of the public wishing to speak at the “Open To The Public” portion of a meeting will have three (3) minutes per person to make their request or presentation or five (5) minutes if they represent an organization with the appropriate documentation on file with the Clerk of Courts. If the request or presentation deals with a matter that requires investigation by County Staff, the Chairman will refer it to the County Administrator to follow-up with the person making the request.

Any person who decides to appeal any decision of the Governing Body with respect to any matter considered at this meeting will need a record of the proceedings and for such purpose may need to provide that a verbatim record of proceeding is made which record includes testimony and evidence upon which the appeal is to be based. (Section 286.0105 Florida Statutes)

Any person requiring reasonable accommodation at this meeting because of a disability or physical impairment should contact the County Administrator's Office, Lecanto Government Bldg., 3600 W. Sovereign Path, Suite 267, Lecanto, FL 34461 (352) 527-5210, TTY (352) 527-5312 at least two days before the meeting.

A. CALL TO ORDER

A.1. Invocation

A.2. Pledge of Allegiance

A.3. Roll Call

A.4. Approval of Agenda

B. CONSENT

Minutes

B.1. Board of County Commissioners - Public Workshop - Apr 13, 2021 9:00 AM

B.2. Board of County Commissioners - Regular Meeting - Apr 13, 2021 1:00 PM

Administration

Attorneys Office

Clerk

B.3. Release of Special Assessment

Approve and authorize the Chairman to execute Releases of Lien for Special Assessments by and between Citrus County and certain property owners Crystal River Wastewater- Area 112 and 113, Crystal River Wastewater- Harbor Isle, Chassahowitzka Water, Chassahowitzka Sewer, 2008 Citrus Springs Waterline Extensions, 2009 Citrus Springs Waterline Extensions special assessment district.

B.4. Servers for Recycle

Approve deletion of the following items from the inventory of the Clerk of Court and removal of the same from the Clerk's Capital Asset listing: 1048-Dell PowerEdge R710-5HFJVH1 - 1049-Dell PowerEdge R710-CHRYVK1 - 1050-Dell PowerEdge R710-6X3LVH1 - 1061-Dell PowerEdge R710-2WY8JQ1 - 1062-Dell PowerEdge R710-2WXBJQ1 - 1063-Dell PowerEdge R710-2WY9JQ1 - 1096-Dell PowerEdge R710-H9RV4V1

Community Services

Fire Services

Human Resources

Management and Budget

Planning and Development

B.5. PLT-20-06 McDougal Place

a. Review and approve PLT-20-06, substantially similar replat for McDougal Place Subdivision.

b. If approved, direct the Chair to sign the mylar and the Clerk to record the plat in the public records of Citrus County, Florida.

Public Works

B.6. Release of Lien

a. Approve and Authorize the Chairman to execute Release of Lien for Property Abatement Assessment by and between Citrus County, Florida and certain property owner.

b. Authorize the Clerk to record the Release of Lien in the Public Records of Citrus County, Florida.

Systems Management

Visitors and Convention Bureau

Water Resources

Set Public Hearings

C. PROCLAMATIONS

C.1. Proclamation - National Public Works Week "Stronger Together"

Approve and authorize the Board to execute a proclamation declaring May 16 through 22, 2021 as “Public Works Week" in Citrus County.

D. OPEN TO THE PUBLIC

E. REGULAR BUSINESS

E.1. Bids

a. ITB 21-052 Essex Ave, Steven St, and Scenic Way Water Main Extension Project; Pave Rite, Inc.

a. Approve and Authorize the Chairman to execute the Agreement between Citrus County, Florida and Pave-Rite, Inc. to provide complete construction of the Essex Avenue, Steven Street, and Scenic Way Water Main Extension Project.

b. Approve related Budget Transfer

b. ITB 21-044 Mowing Water Wastewater Facilities & Lift Stations; AB5 Enterprises

Approve and authorize the Chairman to execute the Agreement between Citrus County, Florida and AB5 Enterprises to provide routine mowing, edging, trimming and clean-up service at the County's water, wastewater and lift station sites.

c. RFQ 18-060 Work Authorization; Continuing Contract for Professional Engineering-Water Resources; Stroud Engineering Consultants, Inc.

a. Approve and Authorize the Chairman to execute the Work Authorization for Stroud Engineering Consultants, Inc. to provide engineering services for the Brentwood Wastewater Rehabilitation and SCADA System.

b. Approve related Budget Transfer.

d. SGS 21-057 Website Annual Service Package Visitors & Convention Bureau; Tempest Interactive Media, LLC

a. Approve and authorize the request to waive the County Bid requirements and continue the services with Tempest Interactive Media, LLC., according to AR 9.14-4 "Single Source Purchase" procurement procedures.

b. Approve and Authorize the Chairman to execute the Agreement between Citrus County, Florida and Tempest Interactive Media, LLC to provide website support and hosting services.

e. PB 21-060 Tohopekaliga Water Authority (TWA) RFP 18-100 Generator Maintenance Repair; CJ Sales and Services of Ocala, Inc.

Approve and Authorize the Chairman to execute the Agreement between Citrus County, Florida and CJ's Sales and Services of

Ocala, Inc. to provide Generator Maintenance and Repair for County departments.

f. PB 21-059 City of Gainesville dba Gainesville Regional Utilities (GRU) Contract No. 2020-036; Horizontal Directional Drilling, D&D, Inc.

Approve and Authorize the Chairman to execute the Agreement between Citrus County, Florida and D & D, Inc. to provide Horizontal Directional Drilling on an as needed basis.

E.2. Budget Transfers

Approve budget transfers for Housing Services (2), Utilities, Older American's Act Title III C-1 (2), Health Insurance Trust, Solid Waste (2), Transit, and General Fund CIP for fiscal year 2020-21.

E.3. Budget Resolution

Adopt and authorize the Chairman to execute a resolution adopting/amending Animal Services budget for fiscal year 2020-21.

E.4. Notice of Demolition to Heirs

Request the Board of County Commissioners determine whether Code Compliance should move forward with the demolition process regarding the property located at 6997 W. Cyrus St., Crystal River, FL.

E.5. Notice of Demolition to Heirs

Request the Board of County Commissioners determine whether Code Compliance should move forward with the demolition process regarding the property located at 6429 W. Folger Ct., Homosassa, FL.

E.6. Waste Disposal Account Agreement for Waste Pro of Florida, Inc.

a. Approve and authorize the chairman to execute a Waste Disposal Account Agreement between Citrus County and Waste Pro of Florida, Inc, for disposal fees up to $110,000.

b. Approve termination of the existing Waste Disposal Account Agreement with Waste Pro of Florida, Inc, dated April 9, 2019 and transfer of the remaining funds to the new agreement.

E.7. MacRae's Boat Ramp Consent Order

If approved, authorize the Chairman to execute the consent order regarding MacRae's Boat Ramp.

E.8. Ozello Water Association Commercial Service Contract – Forestview MHP

Approve and authorize the Chairman to execute Agreement by and between the Citrus County, Florida and Ozello Water Association, Inc. for commercial water service to include the water connection, the meter and backflow device installation, and monthly services for new lift station connection at the Forestview Mobile Home Park for Department of Water Resources.

E.9. Suncoast Parkway II Change Order Request for P.O. 77365-3

Approve and authorize the Chairman to execute Change Order Request No. 4 against P.O. 77365-3 with Pigeon-Ardurra, LLC. in the amount of $42,437.50 to amend the Scope of Services to include additional supplemental work activities and man-hour allocation for on-going assistance to Citrus County and Engineer of Record project oversight. This Change order also addresses supplemental engineering to Citrus County. The purchase order's adjusted total is $627,472.50.

E.10. Citrus County Septic Upgrade Incentive Project

Adopt and authorize the Chairman to execute the Standard Grant Agreement and Resolution authorizing signature for the Septic Upgrade Incentive Project application, certifications, renewal agreement and amendments to the agreement, as required to receive funding from the State of Florida Department of Environmental Protection.

E.11. FTA Electronic Clearing House Operation (ECHO) System

Approve and authorize the Chairman to sign the Federal Transportation Administration Electronic Clearing House Operation (ECHO) Web Authorization & Certification form, User Access Forms, and the Web User Change/Modify Form.

E.12. Property Renewal - June 1, 2021 to May 31, 2022

a. Approve and authorize the annual renewal and payment of the County's Commercial Property and Equipment Breakdown insurance through Public Risk Insurance Advisors, with a renewal date to begin June 1, 2021.

b. Approve and authorize the Chairman to execute all documents relating to the County's insurance renewal to include the Premium Recapitulation proposal between Citrus County, Florida, a political subdivision of the State of Florida and Public Risk Insurance Advisors, in the total premium amount of $1,043,398.

F. OUTSTANDING COMMISSION ITEMS

	BOARD DATE	ISSUE	RESPONSIBLE PARTY	ANTICIPATED COMPLETION DATE	DATE COMPLETED	COMMENTS
1.	12/12/2017 RETREAT	Resolve Landfill Issues	Larry Brock/GMA	Ongoing		
2.	11/17/2020	Develop Lease for 10 Acres of Property for Lifestream	Denise Lyn	3/31/2021		Second draft provided to LifeStream
3.	12/8/2020 RETREAT	Workshop for RFP on Solid Waste Garbage Collection	Randall Olney	4/27/2021	COMPLETED	
4.	12/8/2020 RETREAT	Agenda Item for an RFP Marketing Firm to Assist County	Randy Oliver/ Commissioner Davis			
5.	12/8/2020 RETREAT	Provide Implementation Plan for Ft Island Trail Multi-Purpose Path	Randall Olney	5/25/2021		Workshop Scheduled
6.	12/8/2020 RETREAT	Consider Half Cent Local Option Sales Tax	Randy Oliver Commissioners			
7.	2/23/2021	The Board established annual boat launch fee at $75.00 for non-residents and $25.00 for residents who have a valid Florida Driver's License, Passport or ID with a Citrus County Address and/or a utility bill or with a property tax receipt for property owned in Citrus County.	Mariselle Rodriguez/ Denise Lyn	4/27/2021	COMPLETED	
8.	3/9/2021	Answer Disposition of Roll off Containers at Landfill	Larry Brock	3/23/2021	COMPLETED	
9.	3/9/2021	Obtain design cost to design Cardinal Sewer funded by ARP	Randy Oliver	4/27/2021	COMPLETED	Engineering Contract Awarded
10.	3/23/2021	Obtain Engineer to design cost sewer to Holder Site funded for ARP	Randy Oliver	4/27/2021		
11.	3/23/2021	Mother-in-law Suites in Impact Fees	Mike Sherman	5/11/2021		
12.	4/13/2021	Hall's River Road Multi-Purpose Path	Randy Oliver	5/25/2021		Workshop Scheduled

G. COUNTY ADMINISTRATOR - CHARLES R. OLIVER

G.1. Citrus County Sewer Connection Incentive Program

Approve and authorize the Chairman to execute the funding agreement between Citrus County and the Florida Department of Environmental Protection for the Citrus County Sewer Connection Incentive Program (Agreement LPF0902).

G.2. Professional Services Agreement - AssetWorks

a. Approve and authorize the Chairman to execute the Professional Services Agreement between AssetWorks Risk Management, Inc., and Citrus County, Florida, for appraisal services for our Utility properties, in the total amount of $15,020.

b. Approve the related budget transfer.

G.3. Gulf Coast Ecosystem Restoration Council Assurance Letter

Approve and authorize the Chairman to sign the assurance letter to the Gulf Coast Ecosystem Restoration Council and allow staff to submit the letter to Balmoral.

H. PRESENTATIONS/PUBLIC HEARINGS

H.1. 1:30 PM Discussion of the Renovation in the Citrus County Courthouse for the Judges

Discussion of the Renovation for the Judges in the Citrus County Courthouse

H.2. 1:45 PM Discussion and vote on the Chamber proposal to redistribute funds received from the Care's Reimbursement Fund

Discussion and vote on the Chamber of Commerce proposal to redistribute funds received from the Care's Reimbursement Fund.

I. ADVISORY BOARD ANNOUNCEMENTS, NOMINATIONS & APPOINTMENTS

J. COMMITTEE REPORTS FROM COMMISSIONERS

K. COMMISSIONER HOLLY L. DAVIS - DISTRICT 5

L. COMMISSIONER JEFF KINNARD D.C. - DISTRICT 1

L.1. Discuss and vote on Animal Shelter Options

Direct Staff to bring back options for a new shelter at between $8 and $9 million with the add alternates indicated and a plan of finance.

M. 2ND VICE CHAIR RUTHIE DAVIS SCHLABACH - DISTRICT 3

N. 1ST VICE CHAIR RONALD E. KITCHEN JR. - DISTRICT 2

O. CHAIRMAN SCOTT CARNAHAN - DISTRICT 4

P. COUNTY ATTORNEY DENISE A. DYMOND LYN

Q. OPEN TO THE PUBLIC

R. UPCOMING MEETINGS

1. Regular Meeting: **May 11, 2021 at 1:00 PM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

2. Regular Meeting: **May 25, 2021 at 1:00 PM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

3. Regular Meeting: **June 8, 2021 at 1:00 PM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

S. UPCOMING WORKSHOPS AND SPECIAL MEETINGS

1.Workshop May 25, 2021, 9:00 AM Animal Shelter, Ft. Island Trail & Halls River Road Multi-Purpose Paths & Ozello Property, Citrus County Courthouse, 110 N. Apopka Ave, Room 100, Inverness, FL 34450

2. Preliminary Budget Meeting: Wednesday, July 28, 2021, 8:30 AM, Library Special District, 8:45 AM, Fire Protection Special District, 9:00 AM, BOCC, Citrus County Courthouse, 110 N. Apopka Ave, Room 100, Inverness, FL 34450

3. Tentative Budget Hearing: Thursday, September 9, 2021, 5:01 PM, Citrus County Courthouse, 110 N. Apopka Ave, Room 100, Inverness, FL 34450

4. Special Meeting: Thursday, September 9, 2021, Proposed Stormwater Utility Assessment, Citrus County Courthouse, 110 N. Apopka Ave, Room 100, Inverness, FL 34450

T. 5:01 P.M. PUBLIC HEARINGS

T.1. 5:01 PM PUD-21-01 – Eileen Prive

a. Conduct a Public Hearing on May 11, 2021 at 5:01 p.m. to review and discuss PUD-21-01 - Eileen Prive.

b. If approved, adopt and authorize the Chairman and Clerk to execute the ordinance for PUD-21-01 - Eileen Prive.

U. ADJOURN

CITRUS COUNTY

BOARD OF COUNTY COMMISSIONERS

MINUTES ● APRIL 13, 2021

Public Workshop | **Citrus County Courthouse** | **9:00 AM**

Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

A. CALL TO ORDER

April 13, 2021 Citrus County Courthouse
The meeting was called to order at 9:00 AM

1. Invocation

Second Vice Chairman Ruthie Schlabach led the invocation.

2. Pledge of Allegiance

3. Roll Call

Attendee Name	Title	Status	Arrived
Scott Carnahan	Chair, District 4	Present	
Ronald E. Kitchen Jr.	1st Vice Chair, District 2	Present	
Ruthie Davis Schlabach	2nd Vice Chair, District 3	Present	
Jeff Kinnard D.C.	Commissioner District 1	Present	
Holly L. Davis	Commissioner, District 5	Present	
Denise A. Dymond Lyn	County Attorney	Present	
Charles R. Oliver	County Administrator	Present	
Amy Charley	Deputy Clerk	Present	

Minutes Acceptance: Minutes of Apr 13, 2021 9:00 AM (Minutes)

B. WORKSHOP DISCUSS POTENTIAL ANIMAL SHELTER

B.1. Workshop to Discuss Potential New Animal Shelter

Conduct a Workshop to discuss the new Animal Shelter design and costs on

April 13, 2021 at 9:00AM.

County Administrator Charles R. Oliver provided an overview of the recommendation.

Animal Services Director Colleen Yarbrough introduced Rick Bacon, Principal Architect representing the Bacon Group who provided the presentation and Mr. Bacon and Animal Services Staff Veterinarian Dr. Meaghan Mielo responded to questions from the Board.

Commissioners commented regarding the presentation, followed by Board discussion.

Mr. Bacon, Ms. Yarbrough, Dr. Mielo, and Community Services Director Mariselle Rodriguez responded to questions from the Board, followed by further Board discussion.

C. OPEN TO THE PUBLIC

The following individuals addressed the Board: Sabrina Watson; Lori Willette; Donna Rummel; Lilann Gilbert; Lisa Pohl; Rory Wells; Krista Rauch; Frank Yuelling, Small Business Owner; Harold Walker, Board Member of the Chamber of Commerce; and Keith Kimmons, Retired Veteran.

Commissioners responded to comments from the public.

Rick Bacon, Architect representing the Bacon Group and Animal Services Director Colleen Yarbrough responded to questions from the Board.

Consensus of the Board was given to direct staff regarding the Animal Shelter facility.

County Administrator Charles R. Oliver confirmed that he will prepare an agenda item for a future meeting.

D. UPCOMING MEETINGS

1. Regular Meeting: April 13, 2021 **at 1:00 PM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

E. ADJOURN

The meeting was adjourned at 12:24 PM

Minutes Acceptance: Minutes of Apr 13, 2021 9:00 AM (Minutes)

CITRUS COUNTY

BOARD OF COUNTY COMMISSIONERS

MINUTES ● APRIL 13, 2021

Regular Meeting | **Citrus County Courthouse** | **1:00 PM**

Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

A. CALL TO ORDER

April 13, 2021 Citrus County Courthouse
The meeting was called to order at 1:00 PM
Chairman Scott Carnahan acknowledged the attendance of City of Inverness Councilman Cabot McBride.

1. Invocation

Commissioner Holly Davis led the invocation.

2. Pledge of Allegiance

Navy Veterans Ed Monty and Jo Monty led the Pledge of Allegiance.

3. Roll Call

Attendee Name	Title	Status	Arrived
Scott Carnahan	Chair, District 4	Present	
Ronald E. Kitchen Jr.	1st Vice Chair, District 2	Present	
Ruthie Davis Schlabach	2nd Vice Chair, District 3	Present	
Jeff Kinnard D.C.	Commissioner District 1	Present	
Holly L. Davis	Commissioner, District 5	Present	
Denise A. Dymond Lyn	County Attorney	Present	
Charles R. Oliver	County Administrator	Present	
Amy Charley	Deputy Clerk	Present	

Minutes Acceptance: Minutes of Apr 13, 2021 1:00 PM (Minutes)

4. *Approval of Agenda*

Chairman Scott Carnahan requested the acceptance of additional information for items B1 and E16.

Clerk's Note: Item B1 was for the Public Workshop meeting and item E16 should be item E1b.

. Motion to approve the agenda.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Jeff Kinnard D.C., Commissioner District 1
SECONDER:	Holly L. Davis, Commissioner, District 5
AYES:	Carnahan, Kitchen Jr., Schlabach, Kinnard D.C., Davis

B. CONSENT

Motion to approve the Consent Agenda.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Jeff Kinnard D.C., Commissioner District 1
SECONDER:	Holly L. Davis, Commissioner, District 5
AYES:	Carnahan, Kitchen Jr., Schlabach, Kinnard D.C., Davis

Minutes

B.1. Board of County Commissioners - Regular Meeting - Mar 9, 2021 1:00 PM

B.2. Board of County Commissioners - Special Meeting - Mar 16, 2021 9:00 AM

Administration

B.3. Deletion of Surplus Property

Approve the deletion of the following item from the inventory of the Supervisor of Elections and the removal of the same item from the county's capital asset listing. Asset # 51551 - OKI C9650 Printer

B.4. Deletion of Surplus Property

Approve deletion of the following items from the inventory of the Supervisor of Elections, and the removal of the same items from the county's capital asset listing. Assets: 51319 - Network storage; 50062 - Dell Laptop; 50973 - Dell Desktop; 51518 - Dell Server

Attorneys Office

No items.

Minutes Acceptance: Minutes of Apr 13, 2021 1:00 PM (Minutes)

Clerk

B.5. State of Florida Auditor General Report Number 2021-151

Acknowledge receipt of Citrus County District School Board Financial and Federal Single Audit Report Number 2021-151 for fiscal year ended June 30, 2020 received from the State of Florida Auditor General.

B.6. Notice of Annexation of Property into the City of Inverness

Acknowledge receipt of Notice of Annexation for AK 1785022 received from the Community Development Department with the City of Inverness.

B.7. Notice of Annexation of Property into the City of Inverness

Acknowledge receipt of Notice of Annexation for AK 1785138 received from the Community Development Department with the City of Inverness.

B.8. Notice of Annexation of Property into the City of Inverness

Acknowledge receipt of Notice of Annexation for AK 1785014 received from the Community Development Department with the City of Inverness.

Community Services

No items.

Fire Services

No items.

Human Resources

No items.

Management and Budget

B.9. Deletion of Surplus Property

Approve deletion of the attached items from the capital asset inventory.

Planning and Development

B.10. PLT-20-09 Camp Subdivision Final Plat

a. Review and approve PLT-20-09, final plat for Camp Subdivision.

b. If approved, direct the Chair to sign the mylar and the Clerk to record the plat in the public records of Citrus County, Florida.

Minutes Acceptance: Minutes of Apr 13, 2021 1:00 PM (Minutes)

Public Works

B.11. Surplus Property

Approve and authorize staff to sell equipment as listed in the supporting backup material through an online auction service. In the event an item does not sell, authorize staff to dispose of surplus property according to County policy.

Systems Management

B.12. Public Records Report

Acknowledge receipt of the monthly Public Records Request report for February 2021

Visitors and Convention Bureau

No items.

Water Resources

B.13. Connection Fee Lien Agreement - Hale 6749

Approve and authorize the Chairman to execute Connection Charge Installment Lien Agreement by and between the Citrus County Municipal Service Benefit Unit for Water and Wastewater Utility Services for Anthony Hale - 6749 W Cardinal St.

B.14. Connection Fee Lien Agreement - Hale 6765

Approve and authorize the Chairman to execute Connection Charge Installment Lien Agreement by and between the Citrus County Municipal Service Benefit Unit for Water and Wastewater Utility Services for Anthony Hale - 6765 W Cardinal St.

B.15. Connection Fee Lien Agreement - Whitaker

Approve and authorize the Chairman to execute Connection Charge Installment Lien Agreement by and between the Citrus County Municipal Service Benefit Unit for Water and Wastewater Utility Services for Troy & Patricia Whitaker.

B.16. Connection Fee Lien Agreement - McKaughlin

Approve and authorize the Chairman to execute Connection Charge Installment Lien Agreement by and between the Citrus County Municipal Service Benefit Unit for Water and Wastewater Utility Services for William McLaughlin.

B.17. Connection Fee Lien Agreement - Higdon

Approve and authorize the Chairman to execute Connection Charge Installment Lien Agreement by and between the Citrus County Municipal Service Benefit Unit for Water and Wastewater Utility Services for Ronald & Marsha Higdon.

B.18. Release - Connection Fee Lien Agreement

Minutes Acceptance: Minutes of Apr 13, 2021 1:00 PM (Minutes)

Approve and authorize the Chairman to execute the Release of Liens for the following Connection Charge Installment Lien Agreements: Robert & Linda Walker, 700 Smith LLC, and Emma LoCastro.

B.19. Satisfaction of Lien - Water and WW Services

Approve and authorize the Chairman to execute Satisfaction of Lien filed by and on behalf of the Citrus County Municipal Service Benefit Unit for Water and Wastewater Utility Services against property owned by Jonnie & Art Carlo, Ellen Joens, Sherry Dupper, John & Annie Williamson, Stacy Ann O'rourke, Priyanka & Dhruv Modi, Katherine Loerch, Betty Schick, Judith Hansan, Leslie Graham, Lise Laquerre, Joan Kobayashi, Alan & Kendria Taylor, Mathis Strange, Phillip & Irma Ramirez, Willie Robertson and Chuck Luchesi.

Set Public Hearings

B.20. Set Special Meeting to Discuss Use of Funding from the CARES and the American Rescue Plan and Issuance of Invitation to Bid for Universal Collection.

Set A Special Meeting for April 27, 2021 at 9:00 a.m. to discuss use of funding from the CARES and the American Rescue Plan and authorize issuance of Invitation to Bid for Universal Collection.

C. PROCLAMATIONS

Motion to approve items C1 through 5.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Jeff Kinnard D.C., Commissioner District 1
SECONDER:	Ruthie Davis Schlabach, 2nd Vice Chair, District 3
AYES:	Carnahan, Kitchen Jr., Schlabach, Kinnard D.C., Davis

1. April is Water Conservation Month

Approve and authorize the Board to execute a Proclamation declaring April 2021 as Water Conservation Month in Citrus County.

2. National Volunteer Week

Approve and authorize the Board to execute a Proclamation declaring April 18th through April 24th, 2021, as "National Volunteer Week" in Citrus County, Florida.

3. Certificate of Appreciation - Mr. Hershel (Rocky) Hensley

Approve and authorize the Board to execute the Certificate of Appreciation to Mr. Hershel (Rocky) Hensley .

Hershel "Rocky" Hensley addressed the Board.

4. Proclamation - Animal Control Officers Week

Approve and authorize the Board to proclaim the week of April 11 to April 17, 2021 as Animal Control Officers Week in Citrus County, Florida.

5. Proclamation National Public Safety Telecommunicatiors Week

Minutes Acceptance: Minutes of Apr 13, 2021 1:00 PM (Minutes)

Approve and authorize the Board to proclaim National Public Safety Telecommunicators Week April 11 to April 17, 2021 in Citrus County, Florida.

D. OPEN TO THE PUBLIC

The following individuals addressed the Board on various issues: Janet Barek; Stuart Bozeman; Pamela Williamson; Edwin Roberts, Citrus Springs Advisory Board Member; Catherine Clarke; Dayna Peterson; Josh Wooten, President and CEO of the Citrus County Chamber of Commerce; and Judith Glick.

Commissioners responded to comments from the public.

At the request of Chairman Scott Carnahan, County Administrator Charles R. Oliver will schedule an agenda item in the future regarding a Multi-Use Path Trail along the W. Halls River Road and staff was given direction regarding a dog park.

Board discussion ensued, followed by Mr. Oliver responding to comments from the public.

E. REGULAR BUSINESS

1. Bids

Motion to approve items E1a through j.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Jeff Kinnard D.C., Commissioner District 1
SECONDER:	Holly L. Davis, Commissioner, District 5
AYES:	Carnahan, Kitchen Jr., Schlabach, Kinnard D.C., Davis

a. RFQ 001-17 Work Authorization;Timber/Land Management Services; Natural Resources Planning Services

a. Approve and Authorize the Chairman to execute the Work Authorization between Citrus County, Florida, and Natural Resource Planning Services to provide tree clearing services for the Crystal River Airport.

b. Approve related Budget Transfer

b. RFP 20-062 Inmate Communications Systems & Services - Securus Technologies, LLC

Approve and Authorize the Chairman to execute the Agreement between Citrus County, Florida and Securus Technologies, LLC to provide Inmate Communication Systems such as Telephones, Tablets and Video Visitation Systems (VVS) for Citrus County Detention Center.

c. ITB 004-16 Amendment No. 1; Dumpster Services; Advanced Disposal Services Solid Waste Southeast, Inc.

Approve and Authorize the Chairman to execute the Amendment No. 1 to the Agreement between Citrus County, Florida and Advanced Disposal Services Solid Waste Southeast, Inc. to provide dumpster services county-wide.

Minutes Acceptance: Minutes of Apr 13, 2021 1:00 PM (Minutes)

d. ITB 21-007 West Grover Cleveland Blvd to the Peach Orchard Water Treatment Plant (WTP) Interconnect Project; Pave Rite, Inc.

Approve and Authorize the Chairman to execute the Agreement between Citrus County, Florida and Pave-Rite, Inc. to provide the construction of the West Grover Cleveland to Peach Orchard Water Treatment Plant Interconnect Project.

e. ITB 20-037 Inverness Airport Taxiways A1 relocation & Taxiways B, C & Aprons Rehabilitation Project; C.W. Roberts Contracting, Inc. / RFQ 18-055 Continuing Contract for Professional Engineering Services; American Infrastructure Development, Inc. (AID) and Hanson Professional Services, Inc.

a. Approve related Resolution for FAA Inverness Airport Rehabilitation & Relocation of Taxiways Grant Budget for FY 20/21.

b. Approve related Resolution for FDOT Inverness Airport Apron Rehabilitation Grant Budget for FY 20/21

c. Approve and Authorize the Chairman to execute the Work Authorization for American Infrastructure Development, Inc. to provide construction Administration services for the Inverness Airport taxiway and apron Project.

d. Approve and Authorize the Chairman to execute the Work Authorization for Hanson Professional Services, Inc. to provide Construction Engineering Inspection Services for Inverness Airport taxiway and apron project.

e. Approve and Authorize the Chairman to execute the Agreement between Citrus County, Florida and C.W. Roberts Contracting, Inc to provide the construction of the Inverness Airport taxiway and apron project.

f. ITB 020-17 Amendment No. 3; Mowing of Curbed Roadways/Medians & Litter Pickup; MWM Lawn and Landscape, LLC

Approve and Authorize the Chairman to execute Amendment No. 3 to the Agreement between Citrus County, Florida and MWM Lawn and Landscape, LLC to include additional locations to be serviced by Contractor.

g. ITB 21-038 Utility Stock Parts & Materials; Ferguson Enterprises, LLC dba Ferguson Waterworks & Fortiline, Inc. dba Fortiline Waterworks

Approve and Authorize the Chairman to execute the Agreements between Citrus County, Florida and Ferguson Enterprises, LLC dba Ferguson Waterworks and between Citrus County, Florida and Fortiline, Inc. dba Fortiline Waterworks to provide utility stock parts and materials on an as needed basis.

h. PB 21-061 City of Delray Beach # 2019-016 lien Search Services; Orange Lien Data, LLC

Approve and Authorize the Chairman to execute the Agreement between Citrus County,

Minutes Acceptance: Minutes of Apr 13, 2021 1:00 PM (Minutes)

Florida and Orange Lien Data, LLC to provide lien searches for the County.

i. PB 21-005 Consent to Assignment; Lake County ITB 20-0720 PPE Maintenance; FireDex GW, LLC

Approve and Authorize the Chairman to execute the Consent to the Assignment of the Agreement between Citrus County, Florida and Done Right Fire Gear Repair, Inc. to FireDex GW, LLC to provide personal protective equipment maintenance services to the Department of Fire Rescue.

j. QTE 19-053 Amendment No. 1; Landscape Central Ridge Community Center & Pool/Park; N & B Cleanout and Lawn Mowing Services LLC

Approve and Authorize the Chairman to execute the Agreement between Citrus County, Florida and N & B Cleanout and Lawn Mowing Services LLC to provide landscaping services for the Central Ridge Community Center & Community Pool / Park area.

E.2. Budget Transfers

Approve budget transfers for Housing Services, Road Maintenance, CARES Act Funding and Aviation for fiscal year 2020-21.

Motion to approve item E2.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Holly L. Davis, Commissioner, District 5
SECONDER:	Jeff Kinnard D.C., Commissioner District 1
AYES:	Carnahan, Kitchen Jr., Schlabach, Kinnard D.C., Davis

E.3. Budget Resolution

Adopt and authorize the Chairman to execute a resolution adopting/amending Library Services (2), Low Income Home Energy Assistance, US 98 Highway Landscape, State Housing Initiative Partnership, Alzheimer's Disease Initiative, Community Care for the Elderly and Stormwater Utility Fee Method grant budgets for fiscal year 2020-21.

Motion to approve item E3.

Resolution Number 2021-026

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Holly L. Davis, Commissioner, District 5
SECONDER:	Ruthie Davis Schlabach, 2nd Vice Chair, District 3
AYES:	Carnahan, Kitchen Jr., Schlabach, Kinnard D.C., Davis

E.4. Forest Ridge Blvd and Lake Beverly Dr. Safe Routes to Schools (SRTS) Off System Construction and Maintenance Agreement

a. Adopt and authorize the Chairman to execute a Resolution authorizing the Chairman to enter into an agreement between Citrus County, Florida, a political subdivision of the State of Florida and the State of Florida Department of Transportation for construction of the Forest Ridge Blvd and Lake Beverly Dr. Safe Routes to Schools Sidewalk Project.

Minutes Acceptance: Minutes of Apr 13, 2021 1:00 PM (Minutes)

b. Approve and authorize the Chairman to execute the Off System Construction and Maintenance Agreement for construction of the Forest Ridge Blvd and Lake Beverly Dr. Safe Routes to Schools Sidewalk Project.

c. Approve and authorize the Chairman to execute the Duke Energy Lighting Proposal associated with the Forest Ridge Blvd pedestrian crossings at Roosevelt Blvd and Honey Locust Dr. for a one-time payment in the amount of $12,006.97 and the monthly electric utility cost.

d. Approve any necessary associated budget transfer.

Motion to approve item E4a, b, c, and d.

Citizen Janet Barek commented.

Resolution Number 2021-027

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Holly L. Davis, Commissioner, District 5
SECONDER:	Ruthie Davis Schlabach, 2nd Vice Chair, District 3
AYES:	Carnahan, Kitchen Jr., Schlabach, Kinnard D.C., Davis

E.5. Garcia Point Release of Retainage

Accept the completed Garcia Point Septic to Sewer Project and approve the release of retainage in the amount of $151,309.88 to Royal American Construction Company.

First Vice Chairman Ronald E. Kitchen, Jr. commented.

Motion to approve item E5.

At the request of Second Vice Chairman Ruthie Schlabach, County Administrator Charles R. Oliver provided clarification.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Ronald E. Kitchen Jr., 1st Vice Chair, District 2
SECONDER:	Jeff Kinnard D.C., Commissioner District 1
AYES:	Carnahan, Kitchen Jr., Schlabach, Kinnard D.C., Davis

E.6. Accept Offer to Purchase Surplus Property

a. Approve the Purchase and Sale agreement with John William Wheeler and authorize Chairman to execute the same.

b. Approve and Authorize Chairman to execute a County Deed to John William Wheeler, a single man, for AK 1842123, Lot 120 of Sportsman's Retreat, Inverness, Florida.

c. Authorize staff to execute all other documents related to the closing of the property, with the exception of recordable documents; approve and authorize payment of related closing costs associated with these property acquisitions.

Minutes Acceptance: Minutes of Apr 13, 2021 1:00 PM (Minutes)

d. Authorize the Clerk to record said County Deed in the Public Records of Citrus County, Florida upon staff's receipt of payment.

e. Authorize staff to deliver deed once deed has been recorded in the Public Record.

Motion to approve item E6a through e.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Jeff Kinnard D.C., Commissioner District 1
SECONDER:	Ruthie Davis Schlabach, 2nd Vice Chair, District 3
AYES:	Carnahan, Kitchen Jr., Schlabach, Kinnard D.C., Davis

E.7. West Publishing Corporation Agreement

Approve and authorize the Chairman to execute the Order Form and the Addendum to Order Form to subscribe to West Proflex for the County Attorney's Office.

Motion to approve item E7.

At the request of First Vice Chairman Ronald E. Kitchen, Jr., County Attorney Denise A. Dymond Lyn provided clarification.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Ruthie Davis Schlabach, 2nd Vice Chair, District 3
SECONDER:	Jeff Kinnard D.C., Commissioner District 1
AYES:	Carnahan, Kitchen Jr., Schlabach, Kinnard D.C., Davis

E.8. Notice Regarding Property from List of Land Available for Taxes.

a. Approve and Authorize the Chairman to execute notices regarding Parcel 1: AK 1748011, 10022 E. Bass Cir., Inverness, East Cove Unit 1, Lots 4 & 5, Blk E, less South 10 ft., and Parcel 2: AK 1856540, 7741 S, Florida Ave, Floral City, F C I Company's Add to Floral City Pb1 Pg 24 Lot 17 less 13 ft for rd & Lot 18 & 4 1/6 ft on W side of Lot 24 & Lots 25 & 26 less 13 ft for rd all in Blk 7 & W 2 ft of S 45 ft of Lot 19 Blk 7 Desc In OR 695 Pg 24.

b. Authorize Staff to forward the document to the Citrus County, Florida, Clerk of the Circuit Court.

Motion to approve item E8a and b.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Jeff Kinnard D.C., Commissioner District 1
SECONDER:	Ruthie Davis Schlabach, 2nd Vice Chair, District 3
AYES:	Carnahan, Kitchen Jr., Schlabach, Kinnard D.C., Davis

E.9. Accept Offer to Purchase Surplus Property

a. Authorize Chairman to accept the highest bid from Linda R. Tochman at $4,500.00.

Minutes Acceptance: Minutes of Apr 13, 2021 1:00 PM (Minutes)

b. Approve and authorize Chairman to sign subsequent Purchase and Sale agreement and County Deed after the County Attorney has reviewed them.

c. Authorize staff to execute all other documents related to the closing of the property,with the exception of recordable documents; approve and authorize payment of related closing costs associated with these property acquisitions.

d. Authorize the Clerk to record said County Deed in the Public Records of Citrus County, Florida upon staff's receipt of payment.

e. Authorize staff to deliver deed once deed has been recorded in the Public Record.

Motion to approve item E9a through e.

At the request of First Vice Chairman Ronald E. Kitchen, Jr., County Administrator Charles R. Oliver provided clarification.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Ruthie Davis Schlabach, 2nd Vice Chair, District 3
SECONDER:	Holly L. Davis, Commissioner, District 5
AYES:	Carnahan, Kitchen Jr., Schlabach, Kinnard D.C., Davis

E.10. Acceptance of two Perpetual, Non-Exclusive Utility, Fire Hydrant Assembly and Access Easements from Circle K, Crystal River.

a. Approve and authorize the Chairman to accept two Perpetual, Non-Exclusive Utility, Fire Hydrant Assembly and Access Easements from Circle K Stores Inc., a Texas Corporation, for the purpose of constructing, operating, maintaining, upgrading, improving, relocating, or removing the Improvements, water and any other utilities and associated appurtenances, and the right of ingress and egress to same.

b. Authorize Clerk to place acceptance stamp on the easements and record in the Public Records of Citrus County, Florida.

Motion to approve item E10a and b.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Holly L. Davis, Commissioner, District 5
SECONDER:	Jeff Kinnard D.C., Commissioner District 1
AYES:	Carnahan, Kitchen Jr., Schlabach, Kinnard D.C., Davis

E.11. Coronavirus Response and Relief Supplemental Appropriations Act - FAA Grants for the Crystal River and Inverness Airports

a. Acknowledge FAA SF-424 Forms for the Crystal River Airport for $23,000 and for the Inverness Airport for $13,000, for operational expenses, see attached.

Minutes Acceptance: Minutes of Apr 13, 2021 1:00 PM (Minutes)

b. Approve and Authorize the Chairman to execute the FAA Grant Agreements when received.

Motion to approve item E11a and b.

Commissioner Holly Davis commented, followed by Board discussion.

Consensus of the Board was to give direction to the staff regarding landscaping at the airports.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Holly L. Davis, Commissioner, District 5
SECONDER:	Jeff Kinnard D.C., Commissioner District 1
AYES:	Carnahan, Kitchen Jr., Schlabach, Kinnard D.C., Davis

E.12. Rich St. to Donovan St. release of retainage

Accept the completed Rich St. to Donovan St. Water Main Project and approve the release of retainage in the amount of $20,301.77 to Hartman Civil Construction Company, Inc.

Motion to approve item E12.

Second Vice Chairman Ruthie Schlabach requested the correction of Donovan Street to reflect Donovan Avenue.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Jeff Kinnard D.C., Commissioner District 1
SECONDER:	Holly L. Davis, Commissioner, District 5
AYES:	Carnahan, Kitchen Jr., Schlabach, Kinnard D.C., Davis

E.13. Release of Lien

a. Approve and Authorize the Chairman to execute Releases of Lien for Property Abatement Assessment by and between Citrus County, Florida, and certain property owners.

b. Authorize the Clerk to record the Releases of Lien in the Public Records of Citrus County, Florida.

Motion to approve item E13a and b.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Jeff Kinnard D.C., Commissioner District 1
SECONDER:	Holly L. Davis, Commissioner, District 5
AYES:	Carnahan, Kitchen Jr., Schlabach, Kinnard D.C., Davis

E.14. Daughters of the American Revolution Historical Marker

a. Approve the placement of a Heritage Marker at the Historic Hernando School by the local Fort Cooper Chapter of the National Society of Daughters of the American Revolution (NSDAR).

Minutes Acceptance: Minutes of Apr 13, 2021 1:00 PM (Minutes)

b. Authorize the Chairman of the Board to sign a letter of approval to be sent with the application to the NSDAR in Washington, D. C.

Motion to approve item E14a and b.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Jeff Kinnard D.C., Commissioner District 1
SECONDER:	Ruthie Davis Schlabach, 2nd Vice Chair, District 3
AYES:	Carnahan, Kitchen Jr., Schlabach, Kinnard D.C., Davis

E.15. SA-21-02 Stewardship Agreement for Citrus County Historical Society, Inc.

Approve and Authorize the Chair to execute the Stewardship Agreement with the Citrus County Historical Society, Inc.

Motion to approve item E15.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Jeff Kinnard D.C., Commissioner District 1
SECONDER:	Ruthie Davis Schlabach, 2nd Vice Chair, District 3
AYES:	Carnahan, Kitchen Jr., Schlabach, Kinnard D.C., Davis

E.16. EHEAEP Resolution 2021 - 2022

Adopt and authorize the Chairman to execute a Resolution authorizing funding of the Emergency Home Energy Assistance for the Elderly Program (EHEAEP) for the period effective April 1, 2021 through March 31, 2022.

Motion to approve item E16.

Resolution Number 2021-028

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Jeff Kinnard D.C., Commissioner District 1
SECONDER:	Holly L. Davis, Commissioner, District 5
AYES:	Carnahan, Kitchen Jr., Schlabach, Kinnard D.C., Davis

E.17. Administrative Regulation (AR) 6.01-3 NSF & Returned Payments

Approve and adopt Administrative Regulation 6.01-3 Non-Sufficient Funds and Other Forms of Returned Payment Policy

Motion to approve item E17.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Ruthie Davis Schlabach, 2nd Vice Chair, District 3
SECONDER:	Jeff Kinnard D.C., Commissioner District 1
AYES:	Carnahan, Kitchen Jr., Schlabach, Kinnard D.C., Davis

E.18. Neighborhood Stabilization (NSP)3 Grant Closeout

Approve and authorize the Chairman to execute the NSP3 Grant Closeout Package for submission to the U.S. Department of Housing and Urban Development (HUD).

Minutes Acceptance: Minutes of Apr 13, 2021 1:00 PM (Minutes)

Motion to approve item E18.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Holly L. Davis, Commissioner, District 5
SECONDER:	Jeff Kinnard D.C., Commissioner District 1
AYES:	Carnahan, Kitchen Jr., Schlabach, Kinnard D.C., Davis

E.19. Stormwater Utility Assessments Proposal Letter

If approved, authorize the Chairman to execute the County-wide Stormwater Utility Operations and Management Assessments Proposal letter from Nabors, Giblin & Nickerson, P.A.

Motion to approve item E19.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Jeff Kinnard D.C., Commissioner District 1
SECONDER:	Holly L. Davis, Commissioner, District 5
AYES:	Carnahan, Kitchen Jr., Schlabach, Kinnard D.C., Davis

E.20. LOI 21-067 Letter of Interest for Code Compliance Special Master & Alternate Special Master Services

Approve and Authorize the Chairman to execute the Agreements between Citrus County, Florida, and the awarded Special Master and Alternate Special Master as soon as the Agreement is received by the staff and sent for execution with County Attorney's office and Risk Management's approval.

Motion to approve item E20.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Jeff Kinnard D.C., Commissioner District 1
SECONDER:	Holly L. Davis, Commissioner, District 5
AYES:	Carnahan, Kitchen Jr., Schlabach, Kinnard D.C., Davis

E.21. Strategic Plan Agreement

a. Approve and authorize the Chairman to execute the agreement.

b. Approve the associated budget transfer.

Motion to approve item E21a and b.

Commissioner Holly Davis commented, followed by Board discussion.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Holly L. Davis, Commissioner, District 5
SECONDER:	Jeff Kinnard D.C., Commissioner District 1
AYES:	Carnahan, Kitchen Jr., Schlabach, Kinnard D.C., Davis

E.22. Fund Balance

Minutes Acceptance: Minutes of Apr 13, 2021 1:00 PM (Minutes)

Approve and authorize the Chairman to execute a budget resolution to recognize the actual fund balance brought forward from September 30, 2020.

Motion to approve item E22.

Resolution Number 2021-029

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Ronald E. Kitchen Jr., 1st Vice Chair, District 2
SECONDER:	Holly L. Davis, Commissioner, District 5
AYES:	Carnahan, Kitchen Jr., Schlabach, Kinnard D.C., Davis

E.23. Key Training Center-Renewal Agreement for Tree Enhancement Program

Approve the Agreement for a period of three (3) years and authorize the Chairman to execute the Agreement between Citrus County, Florida and Citrus County Association of Retarded Citizens d/b/a Key Training Center for the raising, maintenance, and distribution of native trees and other vegetation for the Citrus County Tree Enhancement Program.

Motion to approve item E23.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Holly L. Davis, Commissioner, District 5
SECONDER:	Jeff Kinnard D.C., Commissioner District 1
AYES:	Carnahan, Kitchen Jr., Schlabach, Kinnard D.C., Davis

E.24. Waste Disposal Account Agreement for Flash Trash, LLC

Approve and authorize the Chairman to execute a Waste Disposal Account Agreement between Citrus County and Flash Trash, LLC, establishing a monthly charge agreement at the Citrus County Central Landfill in the amount of $1,000.

Motion to approve item E24.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Jeff Kinnard D.C., Commissioner District 1
SECONDER:	Holly L. Davis, Commissioner, District 5
AYES:	Carnahan, Kitchen Jr., Schlabach, Kinnard D.C., Davis

F. OUTSTANDING COMMISSION ITEMS

	BOARD DATE	ISSUE	RESPONSIBLE PARTY	ANTICIPATED COMPLETION DATE	DATE COMPLETED	COMMENTS
1.	12/12/2017 RETREAT	Resolve Landfill Issues	Larry Brock/GMA	Ongoing		
2.	7/9/2019	Proposed Changes to Fireworks/Ordinance Permitting	Denise Lyn	5/1/2021		COMPLETED - no change required
3.	11/17/2020	Develop Lease for 10 Acres of Property for Lifestream	Denise Lyn	3/31/2021		Second draft provided to LifeStream
4.	12/8/2020 RETREAT	Contract to hire a consultant Develop a Strategic Plan	Randy Oliver/ Commissioner Davis	3/9/2021		Schedule for Board Consideration 4/13/2021

Minutes Acceptance: Minutes of Apr 13, 2021 1:00 PM (Minutes)

5.	12/8/2020 RETREAT	Workshop for RFP on Solid Waste Garbage Collection	Randall Olney	4/27/2021		
6.	12/8/2020 RETREAT	Agenda Item for an RFP Marketing Firm to Assist County	Randy Oliver/ Commissioner Davis			
7.	12/8/2020 RETREAT	Provide Implementation Plan for Ft Island Trail Multi-Purpose Path	Randall Olney	5/25/2021		
8.	12/8/2020 RETREAT	Consider Half Cent Local Option Sales Tax	Randy Oliver Commissioners			
9.	2/23/2021	The Board established annual boat launch fee at $75.00 for non-residents and $25.00 for residents who have a valid Florida Driver's License, Passport or ID with a Citrus County Address and/or a utility bill or with a property tax receipt for property owned in Citrus County.	Mariselle Rodriguez/ Denise Lyn	4/27/2021		
10.	3/9/2021	Answer Disposition of Roll off Containers at Landfill	Larry Brock	3/23/2021		
11.	3/9/2021	Obtain design cost to design Cardinal Sewer funded by ARP	Randy Oliver	4/27/2021		Received will be on next agenda
12.	3/23/2021	Obtain Engineer to design cost sewer to Holder Site funded for ARP	Randy Oliver	4/27/2021		

County Administrator Charles R. Oliver requested the deletion of item 2.

Chairman Scott Carnahan requested the addition of an item regarding Impact Fees on mother in law suites.

At the request of First Vice Chairman Ronald E. Kitchen, Jr., Mr. Oliver provided an update on item 10.

. **Motion to approve item F with the removal of item 2 and the addition of Mother in Law Suite to the Impact Fees.**

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Ronald E. Kitchen Jr., 1st Vice Chair, District 2
SECONDER:	Jeff Kinnard D.C., Commissioner District 1
AYES:	Carnahan, Kitchen Jr., Schlabach, Kinnard D.C., Davis

G. COUNTY ADMINISTRATOR - CHARLES R. OLIVER

No items.

H. PRESENTATIONS/PUBLIC HEARINGS

H.1. 1:30 PM CORE Presentation

Minutes Acceptance: Minutes of Apr 13, 2021 1:00 PM (Minutes)

BOCC consideration of the use of CARES funds for the initial setup and support of the Citrus One-Stop Recovery and Economic (CORE) center. Funding would allow for the recruitment and hiring of a center director through the Citrus County Chamber of Commerce to administer operations and coordinate business support services and hours.

Economic Development Director David Pieklik provided the presentation and responded to questions from the Board.

Board discussion ensued.

The following individuals addressed the Board and responded to questions from the Board: Inverness City Manager Eric Williams; Josh Wooten, President & CEO of Citrus County Chamber of Commerce; and Jim Green, representing SCORE Nature Coast.

Board discussion continued.

Motion to approve moving forward with the support of the Citrus One-Stop Recovery and Economic (CORE) center, fund an initial investment of $100,000 for the setup, move 5.3 Million dollars into a Special Revenue fund to be earmarked for Economic Development, review of the projects by CARES Act Advisory Group committee, and projects will come before the Board for approval.

The following citizens addressed the Board: Tabitha Wells; Rocky Hensley; Crystal River City Manager Ken Frink; Mr. Wooten; Inverness City Councilman Cabot McBride; and Janet Barek, President of Citrus Springs Civic Association.

Commissioner Holly Davis responded to comments from Councilman McBride.

RESULT:	**ADOPTED [4 TO 1]**
MOVER:	Scott Carnahan, Chair, District 4
SECONDER:	Holly L. Davis, Commissioner, District 5
AYES:	Carnahan, Schlabach, Kinnard D.C., Davis
NAYS:	Kitchen Jr.

. **Continued - 1. CORE Presentation**

Josh Wooten, President and CEO of Citrus County Chamber of Commerce provided clarification of the process to County Administrator Charles R. Oliver for staff direction.

Board discussion ensued.

Inverness City Manager Eric Williams responded to questions from the Board.

Mr. Oliver summarized the direction for staff to take.

Rocky Hensley addressed the Board.

County Attorney Denise A. Dymond Lyn addressed the Board regarding creating the contract.

I. ADVISORY BOARD ANNOUNCEMENTS, NOMINATIONS & APPOINTMENTS

No items.

J. COMMITTEE REPORTS FROM COMMISSIONERS

Minutes Acceptance: Minutes of Apr 13, 2021 1:00 PM (Minutes)

First Vice Chairman Ronald E. Kitchen, Jr. shared information from the Tampa Bay Regional Planning Council (TBRPC) meeting, followed by Board discussion.

Commissioner Holly Davis provided an update on the Early Learning Coalition.

Chairman Scott Carnahan gave an overview from the Public Safety Coordinating Council and Gulf Coast Consortium meetings.

K. COMMISSIONER HOLLY L. DAVIS - DISTRICT 5

Commissioner Holly Davis shared information from the meeting with the Florida Camber.

K.1. Reappointment of Barbara C. Wolf, MD as District 5 Medical Examiner

Request Chairman to Sign Ballot Requesting Barbara C. Wolf, MD's Reappointment as District 5 Medical Examiner.

Motion to approve item K1.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Holly L. Davis, Commissioner, District 5
SECONDER:	Jeff Kinnard D.C., Commissioner District 1
AYES:	Carnahan, Kitchen Jr., Schlabach, Kinnard D.C., Davis

L. COMMISSIONER JEFF KINNARD D.C. - DISTRICT 1

At the request of Commissioner Jeff Kinnard, D.C., County Administrator Charles R. Oliver provided an update on the Multi-Purpose Path on Fort Island Trail.

M. 2ND VICE CHAIR RUTHIE DAVIS SCHLABACH - DISTRICT 3

Second Vice Chairman Ruthie Schlabach commented regarding a Leadership Citrus 2020 meeting.

N. 1ST VICE CHAIR RONALD E. KITCHEN JR. - DISTRICT 2

No items.

O. CHAIRMAN SCOTT CARNAHAN - DISTRICT 4

O.1. Purchase Inquiries for 350 acre Property Betz Farm

Consider selling the property as determined by the Board within the requirements of County policy/State law.

Chairman Scott Carnahan provided the recommendation.

Board discussion ensued.

Motion to approve selling the property as determined by the Board within the requirements of County policy/State law.

Board discussion with County Attorney Denise A. Dymond Lyn.

Motion was amended to add: Allow the County Attorney or County Administrator to negotiate the commission.

Minutes Acceptance: Minutes of Apr 13, 2021 1:00 PM (Minutes)

Board discussion continued with Ms. Lyn.

Motion was rescinded.

Motion to approve selling the property, County Administrator Charles R. Oliver is to contact whoever and let them know we might be entertaining offers, then if we get an offer it will come back to the Board to decide if it is a reasonable offer or if we want to entertain other offers.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Ronald E. Kitchen Jr., 1st Vice Chair, District 2
SECONDER:	Scott Carnahan, Chair, District 4
AYES:	Carnahan, Kitchen Jr., Schlabach, Kinnard D.C., Davis

O.2. Continuing Reauthorization of the State of General Emergency

Discussion and vote on continuing reauthorization of the State of General Emergency.

Motion to approve item O2.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Ronald E. Kitchen Jr., 1st Vice Chair, District 2
SECONDER:	Scott Carnahan, Chair, District 4
AYES:	Carnahan, Kitchen Jr., Schlabach, Kinnard D.C., Davis

O.3. Emergency Management/Director of Emergency Managment

Discussion and potential vote regarding the director search, the hiring panel, the duties and responsibilities of the director and the contractual provision of Emergency Management Services.

Chairman Scott Carnahan provided the recommendation, followed by Board discussion.

Sheriff's Office Colonel Elena Vitt addressed the Board.

The Board provided clarification to Colonel Vitt regarding the hiring panel and the process.

Colonel Vitt responded to questions from the County Administrator Charles R. Oliver, County Attorney Denise A. Dymond Lyn, and the Board, followed by further Board discussion.

Consensus of the Board was to give direction to the Sheriff's Office for scheduling the hiring panel.

P. COUNTY ATTORNEY DENISE A. DYMOND LYN

No items.

Q. OPEN TO THE PUBLIC

Citizen Janet Barek commented.

Commissioners responded to comments from Ms. Barek.

R. UPCOMING MEETINGS

Minutes Acceptance: Minutes of Apr 13, 2021 1:00 PM (Minutes)

1. Regular Meeting: **April 27, 2021 at 1:00 PM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

2. Regular Meeting: **May 11, 2021 at 1:00 PM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

3. Regular Meeting: **May 25, 2021 at 1:00 PM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

S. UPCOMING WORKSHOPS AND SPECIAL MEETINGS

Chairman Scott Carnahan and County Administrator Charles R. Oliver announced the Special Meeting that has been scheduled to discuss the use of funds from the CARES Act, the American Rescue Plan, and authorize issuance of Invitation to Bid for Universal Collection at 9 A.M. on April 27th, 2021.

T. 5:01 P.M. PUBLIC HEARINGS

T.1. 5:01 pm AA-20-04 Brenda McKenzie for Cow Pies and Bar Flies, Inc.

a. Conduct a public hearing on April 13, 2021 @ 5:01PM to review and consider AA-20-04 Brenda McKenzie for Cow Pies and Bar Flies.

b. If approved, adopt and authorize the Chairman and Clerk to execute the ordinance for AA-20-04 Brenda McKenzie for Cow Pies and Bar Flies.

County Attorney Denise A. Dymond Lyn polled the Board for ex parte communications and read the proposed ordinance title into the record.
Brenda McKenzie, representing Cow Pies and Bar Flies provided the applicant information.
Land Development Principal Planner Joe Hochadel provided the staff presentation and responded to questions from the Board.
Citizens Janet Barek and Morgan Cook commented.
Motion to accept with one condition AA-20-04.
Prior to the vote, First Vice Chairman Ronald E. Kitchen, Jr. commented.
Ordinance Number 2021-A10

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Scott Carnahan, Chair, District 4
SECONDER:	Ruthie Davis Schlabach, 2nd Vice Chair, District 3
AYES:	Carnahan, Kitchen Jr., Schlabach, Kinnard D.C., Davis

T.2. 5:05 p.m. CPA-20-11 Cardinal Street Interchange Management Area

a. Conduct an adoption public hearing on April 13 to consider application CPA-20-11.

b. If approved, adopt, and authorize the Chairman and Clerk to execute ordinance for CPA-20-11 and send adopted amendment to the FDEO and other state agencies having regulatory review of comprehensive plan amendments.

County Attorney Denise A. Dymond Lyn read the proposed ordinance title into the record.

Minutes Acceptance: Minutes of Apr 13, 2021 1:00 PM (Minutes)

Growth Management Director Michael Sherman provided the staff presentation and responded to questions from the Board.
Citizen Phillip Eledge commented.
County Administrator Charles R. Oliver commented regarding Dollar General.
First Vice Chairman Ronald E. Kitchen, Jr. commented, followed by Board discussion with Ms. Lyn.
Mr. Sherman discussed options with the Board.
Motion to accept CPA-20-11 with 8 acres and 18 acres.

Prior to the vote, First Vice Chairman Ronald E. Kitchen, Jr. commented.

Ordinance Number 2021-A11

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Scott Carnahan, Chair, District 4
SECONDER:	Jeff Kinnard D.C., Commissioner District 1
AYES:	Carnahan, Kitchen Jr., Schlabach, Kinnard D.C., Davis

U. ADJOURN

The meeting was adjourned at 5:30 PM

Minutes Acceptance: Minutes of Apr 13, 2021 1:00 PM (Minutes)

AGENDA MEMORANDUM

FROM:	Traci Phillips, Chief of Staff
SUBJECT:	Release of Special Assessment
AGENDA DATE:	**May 11, 2021**

BRIEF OVERVIEW:

Special Assessments on certain properties have been paid in full by the owners. A release of lien form needs to be executed by the Chairman for each of these properties.

BUDGET IMPACT/FUNDING SOURCE:

RECOMMENDED ACTION:

Approve and authorize the Chairman to execute Releases of Lien for Special Assessments by and between Citrus County and certain property owners Crystal River Wastewater- Area 112 and 113, Crystal River Wastewater- Harbor Isle, Chassahowitzka Water, Chassahowitzka Sewer, 2008 Citrus Springs Waterline Extensions, 2009 Citrus Springs Waterline Extensions special assessment district.

RELEASE OF LIEN

STATE OF FLORIDA
COUNTY OF CITRUS

BEFORE ME, the undersigned Notary Public, personally appeared Scott Carnahan, personally known to me, and who after being duly sworn states as follows:

1. I am the Chairman of the Board of County Commissioners of Citrus County, Florida, which is the governing body of Citrus County.

2. On July 30, 2009, the Board of County Commissioners filed in the public records Resolution No. 2009-171 (9C Citrus Springs Waterline Extensions) that levied a special assessment lien against certain lands. Said Resolution was recorded in Official Record Book (ORB) 2302 Page 219inclusive, public records of Citrus County, Florida.

3. The Board wishes to release the liens on the following property as the records show the assessments have been paid in full.

AK# 2143657	**NEGRON CARLOS A**
AK# 2146010	**THOMAS M VAN NESS**

4. The Board does hereby release the assessment liens referenced above.

BOARD OF COUNTY COMMISSIONERS
OF CITRUS COUNTY, FLORIDA

_____
Scott Carnahan, Chairman

STATE OF FLORIDA
COUNTY OF CITRUS

THE FOREGOING INSTRUMENT was acknowledged before me this ____ day of _____, 20_____, by the undersigned authority, _____, who is personally known to me and known by me to be the Chairman of the Citrus County Board of County Commissioners and acknowledged before me that he/she executed the foregoing instrument on behalf of Citrus County as its true act and deed, and that he/she was duly authorized so to do and he/she did not take an oath.

_____
Notary Public -- State of Florida

This Instrument Prepared by:
Denise A. Dymond Lyn, County Attorney
110 N. Apopka Ave.
Inverness, Florida 34450

Attachment: 05-11-21_9C_CitrusSpringsWaterlineExtensions (12799 : Release of Special Assessment)

RELEASE OF LIEN

STATE OF FLORIDA
COUNTY OF CITRUS

BEFORE ME, the undersigned Notary Public, personally appeared Scott Carnahan, personally known to me, and who after being duly sworn states as follows:

1. I am the Chairman of the Board of County Commissioners of Citrus County, Florida, which is the governing body of Citrus County.

2. On December 18, 2007 the Board of County Commissioners filed in the public records Resolution No. 2008-167 (8E Citrus Springs Waterline Extensions) that levied a special assessment lien against certain lands. Said Resolution was recorded in Official Record Book (ORB) 2234 Pages 753 inclusive, public records of Citrus County, Florida. On July 13, 2010, Board of County Commissioners filed in the public records Resolution No. 2010-137 that levied a special assessment lien against certain additional lands. Said Resolution was recorded in Official RecordBook (ORB) 2367 Pages 279 inclusive, public records of Citrus County, Florida.

3. The Board wishes to release the liens below as the records show the assessments have been paid in full:

AK# 1341817	**ROLPH LINDSEY**
AK# 1348161	**SANTIGATE CHRISTINE TRUSTEE**
AK# 1448875	**ZHAO JING**
AK# 2049553	**DANESI CHARLES P TRUSTEE**
AK# 1272556	**DAY ELEANOR**
AK# 3523891	**KREANER CHARLEEN ANN**
AK# 1313945	**MC INTOSH CECIL & MYRTLE A**
AK# 1365015	**PESCATORE ALBERICO & MARYANN**
AK# 1365023	**PESCATORE ALBERICO & MARYANN**
AK# 1397162	**MAZZOLA WILLIAM & BETTY JANE**
AK# 1397171	**MAZZOLA WILLIAM & BETTY JANE**
AK# 1416728	**PLEVIAK PAMELA**
AK# 1416736	**PLEVIAK PAMELA**
AK# 1323240	**KOSTIGE RUSSELL & VIRGINIA**
AK# 1261945	**KUT SOPHIE D**
AK# 1259436	**BRIAN APPLETON INVESTMENTS LLC**
AK# 1276900	**BRIAN APPLETON INVESTMENTS LLC**
AK# 1361788	**BRIAN APPLETON INVESTMENTS LLC**
AK# 2142499	**GYLAR HOLDINGS LLC**
AK# 1318688	**VALLIS CHARLES P**
AK# 1426928	**OSSMANN MICHAEL J & LORIE A**
AK# 2183594	**VANNESS & VANNESS PA**

4. The Board does hereby release the assessment lien above.

BOARD OF COUNTY COMMISSIONERS
OF CITRUS COUNTY, FLORIDA

_____
Scott Carnahan, Chairman

Attachment: 05-11-21_8E_CitrusSpringsWaterlineExtensions (12799 : Release of Special Assessment)

STATE OF FLORIDA
COUNTY OF CITRUS

THE FOREGOING INSTRUMENT was acknowledged before me this ____ day of _____, 20_____, by the undersigned authority, _____, who is personally known to me and known by me to be the Chairman of the Citrus County Board of County Commissioners and acknowledged before me that he/she executed the foregoing instrument on behalf of Citrus County as its true act and deed, and that he/she was duly authorized so to do and he/she did not take an oath.

_____
Notary Public -- State of Florida

This Instrument Prepared by:
Denise A. Dymond Lyn, County Attorney
110 N. Apopka Ave.
Inverness, Florida 34450

Attachment: 05-11-21_8E_CitrusSpringsWaterlineExtensions (12799 : Release of Special Assessment)

RELEASE OF LIEN

STATE OF FLORIDA
COUNTY OF CITRUS

BEFORE ME, the undersigned Notary Public, personally appeared Scott Carnahan, personally known to me, and who after being duly sworn states as follows:

1. I am the Chairman of the Board of County Commissioners of Citrus County, Florida, which is the governing body of Citrus County.

2. On July 22, 2008 the Board of County Commissioners filed in the public records Resolution No. 2008-164 (8D Chassahowitzka Wastewater) that levied a special assessment lien against certain lands. Said assessment was modified by Resolution 2010-024 on January 26, 2010. Said Resolutions were recorded in Official Record Books (ORB) 2232 Page 127 and ORB 2335 Page 314, public records of Citrus County, Florida.

3. The Board wishes to release the lien on the following property as the records show this assessment has been paid in full.

AK# 3394222 **HAFLER ROBERT A & EVELYN**

4. The Board does hereby release the assessment lien referenced above.

BOARD OF COUNTY COMMISSIONERS
OF CITRUS COUNTY, FLORIDA

_____
Scott Carnahan, Chairman

STATE OF FLORIDA
COUNTY OF CITRUS

THE FOREGOING INSTRUMENT was acknowledged before me this ____ day of _____, 20_____, by the undersigned authority, _____, who is personally known to me and known by me to be the Chairman of the Citrus County Board of County Commissioners and acknowledged before me that he/she executed the foregoing instrument on behalf of Citrus County as its true act and deed, and that he/she was duly authorized so to do and he/she did not take an oath.

_____
Notary Public -- State of Florida

This Instrument Prepared by:
Denise A. Dymond Lyn, County Attorney
110 N. Apopka Ave.
Inverness, Florida 34450

Attachment: 05-11-21_8D_ChassahowitzkaSewerRelease (12799 : Release of Special Assessment)

RELEASE OF LIEN

STATE OF FLORIDA
COUNTY OF CITRUS

BEFORE ME, the undersigned Notary Public, personally appeared Scott Carnahan, personally known to me, and who after being duly sworn states as follows:

1. I am the Chairman of the Board of County Commissioners of Citrus County, Florida, which is the governing body of Citrus County.

2. On July 22, 2008 the Board of County Commissioners filed in the public records Resolution No. 2008-163 (8C Chassahowitzka Water) that levied a special assessment lien against certain lands. Said Resolution was recorded in Official Record Book (ORB) 2232 Pages 110 through 126 inclusive, public records of Citrus County, Florida.

3. The Board wishes to release the lien on the following property as the records show the assessment has been paid in full.

AK# 3394222 **HAFLER ROBERT A & EVELYN**

4. The Board does hereby release the assessment lien above.

BOARD OF COUNTY COMMISSIONERS
OF CITRUS COUNTY, FLORIDA

_____
Scott Carnahan, Chairman

STATE OF FLORIDA
COUNTY OF CITRUS

THE FOREGOING INSTRUMENT was acknowledged before me this ____ day of _____, 20_____, by the undersigned authority, _____, who is personally known to me and known by me to be the Chairman of the Citrus County Board of County Commissioners and acknowledged before me that he/she executed the foregoing instrument on behalf of Citrus County as its true act and deed, and that he/she was duly authorized so to do and he/she did not take an oath.

_____
Notary Public -- State of Florida

This Instrument Prepared by:
Denise A. Dymond Lyn, County Attorney
110 N. Apopka Ave.
Inverness, Florida 34450

Attachment: 05-11-21_8C_ChassahowitzkaWaterRelease (12799 : Release of Special Assessment)

RELEASE OF LIEN

STATE OF FLORIDA
COUNTY OF CITRUS

BEFORE ME, the undersigned Notary Public, personally appeared Scott Carnahan, personally known to me, and who after being duly sworn states as follows:

1. I am the Chairman of the Board of County Commissioners of Citrus County, Florida, which is the governing body of Citrus County.

2. On August 14, 2013 the Board of County Commissioners filed in the public records Resolution No. 2013-122 (13B 2010 Citrus County/City of Crystal River Wastewater Special Assessment District – Harbor Isle) that levied a special assessment lien against certain lands. Said Resolution was recorded in Official Record Book (ORB) 2572 Page 2112 inclusive, public records of Citrus County, Florida.

3. The Board wishes to release the liens below as the records show theses assessments have been paid in full:

   AK# 1101450 **SMITH STEPHEN**

4. The Board does hereby release the assessment liens above.

BOARD OF COUNTY COMMISSIONERS
OF CITRUS COUNTY, FLORIDA

_____
Scott Carnahan, Chairman

STATE OF FLORIDA
COUNTY OF CITRUS

THE FOREGOING INSTRUMENT was acknowledged before me this ____ day of _____, 20_____, by the undersigned authority, _____, who is personally known to me and known by me to be the Chairman of the Citrus County Board of County Commissioners and acknowledged before me that he/she executed the foregoing instrument on behalf of Citrus County as its true act and deed, and that he/she was duly authorized so to do and he/she did not take an oath.

_____
Notary Public -- State of Florida

This Instrument Prepared by:
Denise A. Dymond Lyn, County Attorney
110 Apopka Ave.
Inverness, Florida 34450

Attachment: 05-11-21_13B_HarborIsle (12799 : Release of Special Assessment)

RELEASE OF LIEN

STATE OF FLORIDA
COUNTY OF CITRUS

BEFORE ME, the undersigned Notary Public, personally appeared Scott Carnahan, personally known to me, and who after being duly sworn states as follows:

1. I am the Chairman of the Board of County Commissioners of Citrus County, Florida, which is the governing body of Citrus County.

2. On September 11, 2012 the Board of County Commissioners filed in the public records Resolution No. 2012-176 (12D Crystal River Wastewater Area 112/113) that levied a special assessment lien against certain lands. Said Resolution was recorded in Official Record Book (ORB) 2504 Page 991 inclusive, public records of Citrus County, Florida.

3. The Board wishes to release the lien on the following property as the records show this assessment has been paid in full:

   AK# 3207753 KASTEN SUSANNE & MIKE

4. The Board does hereby release the assessment liens above.

BOARD OF COUNTY COMMISSIONERS
OF CITRUS COUNTY, FLORIDA

_____
Scott Carnahan, Chairman

STATE OF FLORIDA
COUNTY OF CITRUS

THE FOREGOING INSTRUMENT was acknowledged before me this ____ day of _____, 20_____, by the undersigned authority, _____, who is personally known to me and known by me to be the Chairman of the Citrus County Board of County Commissioners and acknowledged before me that he/she executed the foregoing instrument on behalf of Citrus County as its true act and deed, and that he/she was duly authorized so to do and he/she did not take an oath.

_____
Notary Public – State of Florida

This Instrument Prepared by:
Denise A. Dymond Lyn, County Attorney
110 N. Apopka Ave.
Inverness, Florida 34450

Attachment: 05-11-21_12D_CrystalRiverWastewater (12799 : Release of Special Assessment)

AGENDA MEMORANDUM

FROM:	Christopher Webb, Application Analyst
SUBJECT:	Servers for Recycle
AGENDA DATE:	**May 11, 2021**

BRIEF OVERVIEW:

These servers are obsolete, unusable, and past EOL (End of Life). They will be recycled through TCG (Technology Conservation Group).

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
					$0

RECOMMENDED ACTION:

Approve deletion of the following items from the inventory of the Clerk of Court and removal of the same from the Clerk's Capital Asset listing: 1048-Dell PowerEdge R710-5HFJVH1 - 1049-Dell PowerEdge R710-CHRYVK1 - 1050-Dell PowerEdge R710-6X3LVH1 - 1061-Dell PowerEdge R710-2WY8JQ1 - 1062-Dell PowerEdge R710-2WXBJQ1 - 1063-Dell PowerEdge R710-2WY9JQ1 - 1096-Dell PowerEdge R710-H9RV4V1

Asset Activity Form

□ Department Transfer □ Custodian Change	Current Department: _____ Current Custodian: _____ New Department: _____ New Custodian: _____	
□ Location Change	Current Location: _____ New Location: _____ Condition: ____	
■ Disposal	**Type:** ■ Obsolete □Non-Repairable ■ Recycle □ Dismantled for Parts □Trade-In □ Repair Not Cost Effective	**Method:** □ Landfill - Solid Waste □ Landfill – Electronic Recycle ■ Other: TCG
□ Auction	If not auctioned: □ Return to Originating Department □ Dispose	
□ Donation To □ Donation From	Non-Profit Organization/Agency: _____	

Dept #	*Asset ID*	*Description*	*Serial Number*	*Acquisition Date*	*Initial Cost*
2342	1048	Dell PowerEdge R710	5HFJVH1	9/01/2009	6642.78
2342	1049	Dell PowerEdge R710	CHRYVK1	9/30/2009	7605.77
2342	1050	Dell PowerEdge R710	6X3LVH1	9/06/2009	7818.67
2342	1061	Dell PowerEdge R710	2WY8JQ1	6/20/2011	8006.65
2342	1062	Dell PowerEdge R710	2WXBJQ1	6/20/2011	8006.65
2342	1063	Dell PowerEdge R710	2WY9JQ1	6/20/2011	8006.65
2342	1096	Dell PowerEdge R710	H9RV4V1	7/06/2012	9914.66

Comments/Justification:
These servers are obsolete, unusable, and will be recycled through TCG (Technology Conservation Group.)

Initiating Department

Chris Webb
Digitally signed by: Chris Webb
DN: CN = Chris Webb email = cwebb@citrusclerk.org C = US O = Citrus County Clerk of Courts OU = Information Technology
Date: 2021.03.19 10:51:38 -04'00'

Asset Custodian or Division Director Signature* Date Department Director Signature Date

**As custodian, I understand that I am responsible for tracking, locating, and showing all property to the Internal Audit Clerk during the annual asset inventory. Per Florida Administrative Code 69I-73.006 a physical inventory was conducted due to the asset custodian change. As new custodian I certify that the inventory was completed in accordance with all policies and regulations.*

Receiving Department / Entity

Asset Custodian or Division Director Signature Date Department Director Signature Date

Non-Profit Representative Signature Date Disposal Witness Signature Date

Clerk Approval

Clerk of Courts and Comptroller 3/26/21 Date

Financial Services Use Only

Asset Record Updated (date): _____ Board Approved (date): _____ Employee Signature: _____

Attachment: ServerEquipment_Recycle_AssetActivityForm_4-8-21 (12774 : Servers for Recycle)

AGENDA MEMORANDUM

FROM:	Michael Sherman, AICP Growth Management Director
SUBJECT:	PLT-21-06 McDougal Place
AGENDA DATE:	**May 11, 2021**

BRIEF OVERVIEW:

A Substantially Similar Replat application for McDougal Place Subdivision (Section 21, Township 18 South, Range 19 East)

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
					$0

N/A – applicant will pay recording fee

RECOMMENDED ACTION:

a. Review and approve PLT-20-06, substantially similar replat for McDougal Place Subdivision.

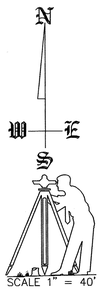
b. If approved, direct the Chair to sign the mylar and the Clerk to record the plat in the public records of Citrus County, Florida.

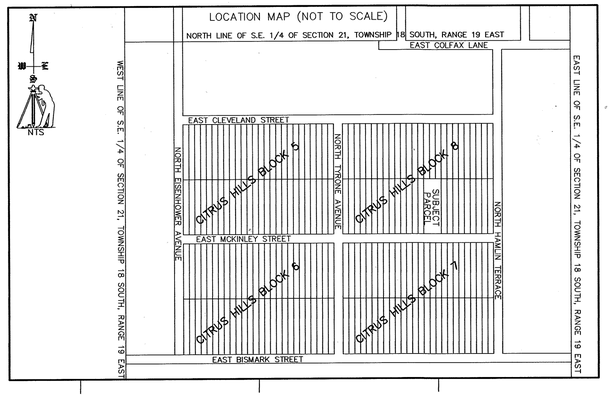
MCDOUGAL PLACE

A REPLAT OF LOTS 36 AND 37 BLOCK 8
CITRUS HILLS AS RECORDED IN PLAT BOOK 8, PAGES 5 AND 6
PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA
SECTION 21, TOWNSHIP 18 SOUTH, RANGE 19 EAST
CITRUS COUNTY, FLORIDA

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 18 SOUTH, RANGE 19 EAST, CITRUS COUNTY, FLORIDA. MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHEAST CORNER OF LOT 38, BLOCK 8 CITRUS HILLS AS RECORDED IN PLAT BOOK 8, PAGES 5 AND 6 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA; THENCE NORTH 00°00'42" WEST ALONG THE EAST BOUNDARY LINE OF SAID LOT 38, BLOCK 8, A DISTANCE OF 419.01 FEET TO THE NORTHEAST CORNER OF SAID LOT 38, BLOCK 8; THENCE NORTH 89°56'07" EAST ALONG THE SOUTH BOUNDARY LINE OF LOTS 16 AND 17, BLOCK 8 OF SAID CITRUS HILLS, A DISTANCE OF 200.02 FEET TO THE NORTHWEST CORNER OF LOT 35, BLOCK 8 OF SAID CITRUS HILLS; THENCE SOUTH 00°00'20" EAST ALONG THE WEST BOUNDARY LINE OF SAID LOT 35, BLOCK 8, A DISTANCE OF 418.89 FEET TO THE SOUTHWEST CORNER OF SAID LOT 35, BLOCK 8, SAID POINT ALSO BEING ON THE NORTH RIGHT-OF-WAY LINE OF EAST MCKINLEY STREET; THENCE SOUTH 89°54'02" WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF EAST MCKINLEY STREET, A DISTANCE OF 199.98 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 1.92 ACRES (83,789 SQUARE FEET) MORE OR LESS.



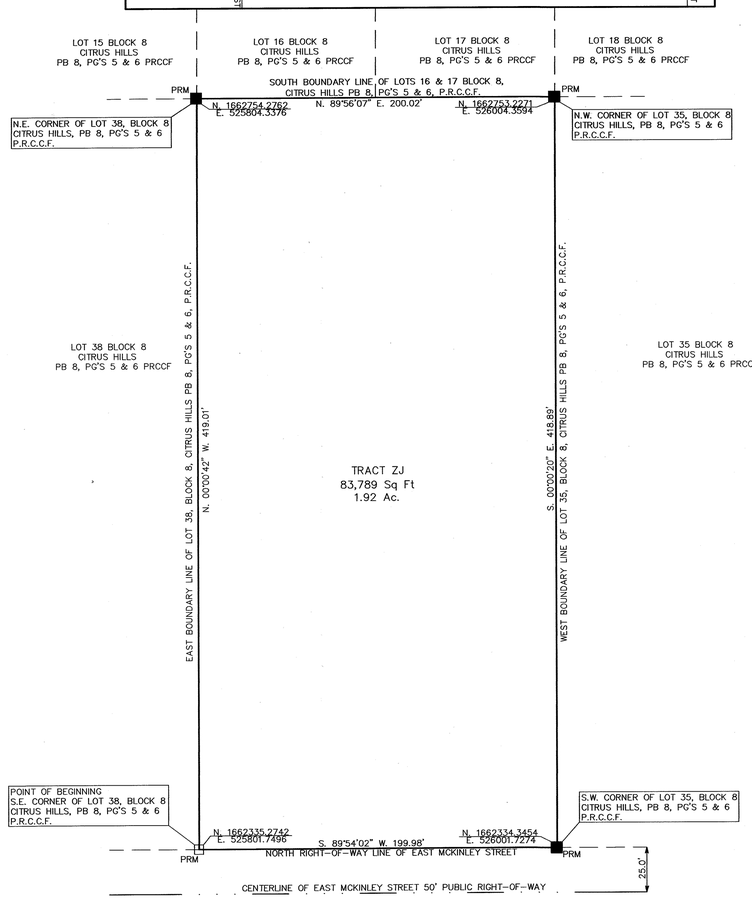


GRAPHIC SCALE

40 0 20 40 80 160

(IN FEET)
1 inch = 40 ft.

NOTICE:
THIS PLAT AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREON 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 FOUND IN THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA.



COUNTY COMMISSIONERS APPROVAL

THE BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA DOES HEREBY APPROVE THIS PLAT FOR RECORDING IN THE PUBLIC RECORDS AND ACCEPTS THE FORGOING DEDICATION

ATTEST:_____ BY:_____
FOR ANGELA VICK
CLERK OF CIRCUIT COURT
COMMISSIONER SCOTT E. CARNAHAN
CHAIRMAN OF THE BOARD

CLERK'S CERTIFICATE

I HEREBY CERTIFY THAT THE ATTACHED PLAT CONFORMS WITH THE PROVISIONS OF CHAPTER 177 PART 1, FLORIDA STATUTES, AND THAT SAID PLAT WAS FILED FOR RECORD IN PLAT BOOK_____ AT PAGE_____OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, AT_____AM/PM ON _____,2021 FILE NUMBER

BY:_____ DATE _____
FOR ANGELA VICK
CLERK OF CIRCUIT COURT

ABBREVIATIONS

P.R.C.C.F =. PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA
PRM = PERMANENT REFERENCE MONUMENT
NTS = NOT TO SCALE
SEC. = SECTION
TWP = TOWNSHIP
RNG = RANGE
POC = POINT OF COMMENCEMENT
POB = POINT OF BEGINNING
LB = LICENSED BUSINESS
PB = PLAT BOOK
PG'S = PAGES
RLS = REGISTERED LAND SURVEYOR

LEGEND

N. 1662335.2742 INDICATES STATE PLANE COORDINATES
E. 525801.7496

☐ INDICATES EXISTING 4"X4" CONCRETE MONUMENT LB 1108 CAP

■ INDICATES EXISTING 4"X4" CONCRETE MONUMENT (UNIDENTIFIED)

GENERAL NOTES
(1) BEARINGS AS SHOWN ARE BASED ON THE NORTH RIGHT-OF-WAY LINE OF EAST MCKINLEY STREET (FIELD) TRUMAN STREET (PLAT) LOCATED WITHIN CITRUS HILLS ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGES 5 & 6 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA. HAVING AN ASSUMED BEARING OF NORTH 89°54'02" EAST.
(2) HORIZONTAL COORDINATE VALUES SHOWN HEREON REFLECT FLORIDA STATE PLANE COORDINATES SYSTEM WEST ZONE, AND ARE REFERENCED TO THE NORTH AMERICAN DATUM 1983 (NAD 83). ADJUSTMENT OF 1999, STATE PLANE COORDINATES SHOWN HEREON WERE PROJECTED FROM PUBLISHED COORDINATES FOR SECTION 06, TOWNSHIP 17 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA. AND ARE GRID COORDINATES.
(3).ACCORDING TO FLOOD INSURANCE RATE MAP (FIRM) No. 12017C0216D AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), EFFECTIVE DATE OF SEPTEMBER 26,2014 THE SUBJECT PROPERTY APPEAR TO LIE IN ZONE X (FLOOD ZONE X IS DESCRIBED AS AREAS DETERMINE TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN).
(4) THIS SUBDIVISION WILL BE SERVED BY CITRUS COUNTY PUBLIC CENTRAL WATER SYSTEM, AND ON SITE SEPTIC DISPOSAL SYSTEM
(5) ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES.
(6) EXISTING LAND USE OF THE PARCEL AND ALL ADJACENT PROPERTY IS LDR (LOW DENSITY RESIDENTIAL DISTRICT)
(7) THIS SUBDIVISION CONTAINS 1.92 ACRES MORE OR LESS
(8) NO NEW STREETS OR WATER RETENTION AREAS HAVE BEEN CREATED BY THIS PLAT.

COUNTY SURVEYOR'S APPROVAL:
I HEREBY CERTIFY THAT I AM A PROFESSIONAL SURVEYOR AND MAPPER EMPLOYED BY CITRUS COUNTY, FLORIDA, AND I HAVE REVIEWED THE SURVEY AND PLAT FOR CONFORMITY TO CHAPTER 177, PART 1, OF THE FLORIDA STATUTES AND I HEREBY CERTIFY THAT SAID SURVEY AND PLAT COMPLY WITH THE REQUIREMENTS OF CHAPTER 177 PART 1 OF THE FLORIDA STATUTES AND CITRUS COUNTY LAND DEVELOPMENT CODE, CHAPTER 11035

BY:_____ DATE: _____
MARK T. THOMAS
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION No. 5151

OWNER'S DEDICATION
KNOW ALL MEN BY THESE PRESENTS THAT ZACHARIAH J. MCDOUGAL, BEING THE OWNER OF THE LANDS DESCRIBED ON THE ATTACHED PLAT ENTITLED MCDOUGAL PLACE, LOCATED IN CITRUS COUNTY, FLORIDA, HEREBY DEDICATE SAID LANDS AND PLAT FOR THE USES AND PURPOSES THEREIN EXPRESSED

IN WITNESS THEREOF, ZACHARIAH J. MCDOUGAL HAS CAUSED THESE PRESENTS TO BE SIGNED ON THIS 18th DAY OF March 2021

BY:_____
ZACHARIAH J. MCDOUGAL

ATTEST:_____
FREDERICK VAN ANDERSON

ATTEST: Patrick L Henson
PATRICK L HENSON

BEFORE ME THIS DAY PERSONALLY APPEARED ZACHARIAH J. MCDOUGAL, WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED AS IDENTIFICATION AND DID NOT TAKE AN OATH

BY: Sherry Anderson DATE: 3-18-21
SHERRY ANDERSON
NOTARY PUBLIC – STATE OF FLORIDA
FLORIDA CERTIFICATE No. 112436

OWNER'S DEDICATION
KNOW ALL MEN BY THESE PRESENTS THAT ADRIAN S. MCDOUGAL, BEING THE OWNER OF THE LANDS DESCRIBED ON THE ATTACHED PLAT ENTITLED MCDOUGAL PLACE, LOCATED IN CITRUS COUNTY, FLORIDA, HEREBY DEDICATE SAID LANDS AND PLAT FOR THE USES AND PURPOSES THEREIN EXPRESSED

IN WITNESS THEREOF, ADRIAN S. MCDOUGAL HAS CAUSED THESE PRESENTS TO BE SIGNED ON THIS 18th DAY OF March 2021

BY:_____
ADRIAN S. MCDOUGAL

ATTEST:_____
FREDERICK VAN ANDERSON

ATTEST: Patrick L Henson
PATRICK L HENSON

BEFORE ME THIS DAY PERSONALLY APPEARED ADRIAN S. MCDOUGAL, WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED AS IDENTIFICATION AND DID NOT TAKE AN OATH

BY: Sherry Anderson DATE: 3-18-21
SHERRY ANDERSON
NOTARY PUBLIC – STATE OF FLORIDA
FLORIDA CERTIFICATE No. 112436

NOTICE:
CITRUS COUNTY, FLORIDA SHALL HAVE A NON-EXCLUSIVE EASEMENT IN, OVER, UNDER, AND THROUGH, AND THE NON-EXCLUSIVE RIGHT TO USE SAID ROADWAY AND ALL EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF DRAINAGE FACILITIES, UTILITIES, AND PURPOSES INCIDENTAL THERETO, AS WELL AS THE INGRESS AND EGRESS FOR THE PURPOSES OF PROVIDING EMERGENCY, FIRE, MEDICAL, AND SIMILAR SERVICES.

APPROVAL OF COUNTY OFFICIALS

BY:_____ DATE:_____ COUNTY ENGINEER

BY:_____ DATE:_____ DIRECTOR OF PUBLIC WORKS

BY:_____ DATE:_____ DIRECTOR OF ENVIRONMENTAL HEALTH

BY:_____ DATE:_____ DIRECTOR OF LAND DEVELOPMENT

APPROVAL AS TO FORM AND SUBSTANCE

BY:_____ DATE:_____ COUNTY ATTORNEY
DENISE A. DYMOND LYN

ABSTRACTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ZACHARIAN AND ADRIAN MCDOUGAL ARE THE OWNERS OF RECORD OF THE LANDS HEREBY PLATTED, THAT THERE ARE NO DELINQUENT TAXES ON SAID LANDS; THAT RECORD TITLE TO ALL ACCESS ROADS IS HELD BY CITRUS COUNTY, FLORIDA THAT THERE ARE NO MORTGAGE HOLDERS OF RECORD CONCERNING THIS PROPERTY OTHER THAN AS SHOWN.

BY:_____ DATE: 3-24-2021
COMPASS TITLE, LLC
3517 NORTH LECANTO HIGHWAY
BEVERLY HILLS, FLORIDA 34465

CONSENT OF MORTGAGEE

KNOW ALL MEN BY THESE PRESENT THAT BRANNEN BANK, ITS SUCCESSORS AND/OR ASSIGNEE UNDER THAT CERTAIN ASSIGNMENT OF A MORTGAGE AND LOAN DOCUMENTS DATED:_____AND RECORDED IN OFFICIAL RECORDS BOOK_____PAGE_____ OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA ENCUMBERING THE PROPERTY DESCRIBED HEREON, DOES HEREBY CONSENT TO THIS PLAT AND JOINS IN THE ABOVE DEDICATION

IN WITNESS WHEREOF, SAID MORTGAGEE HAS CAUSED THESE PRESENT TO BE SIGNED, ALL BY AND WITH THE AUTHORITY OF SAID MORTGAGEE ON THIS 19th DAY OF MARCH 2021

BY:_____
JIM STRICKLAND

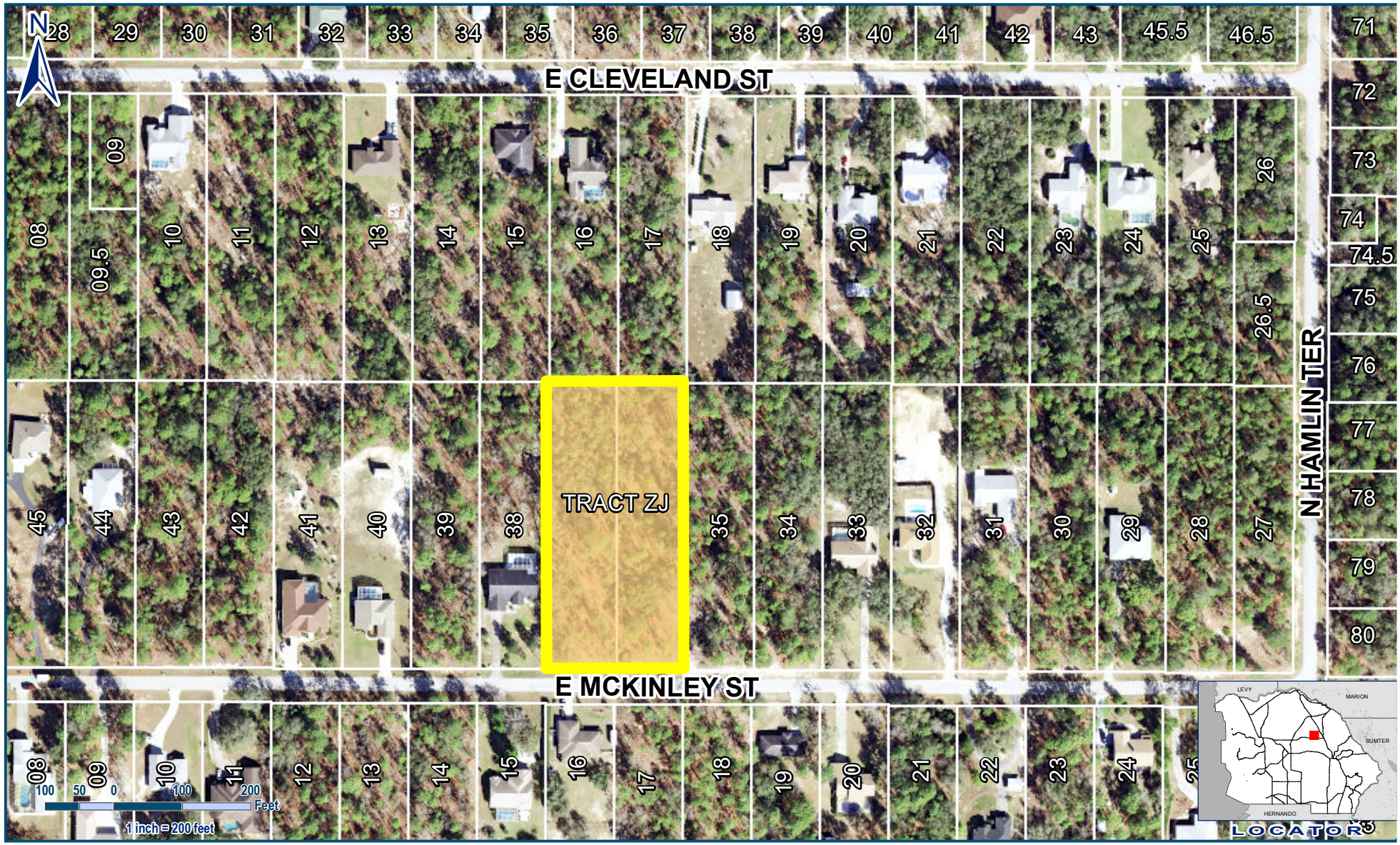
SURVEYOR'S CERTIFICATE
I HEREBY CERTIFY THAT THIS PLAT OF MCDOUGAL PLACE IS A TRUE AND CORRECT REPRESENTATION OF THE LAND AS RECENTLY SURVEYED AND PLATTED UNDER MY DIRECTION; THAT THE PERMANENT REFERENCE MONUMENTS (PRM'S) AS SHOWN WERE IN PLACE AS OF 12 OF JANUARY 2021 AND THIS PLAT COMPLIES WITH THE REQUIREMENTS OF CHAPTER 177 PART 1 PLATTING FLORIDA STATUTES, AND CHAPTER 11.035 OF THE CITRUS COUNTY LAND DEVELOPMENT CODE.

BY: Patrick L Henson DATE: 3/18/2021
PATRICK L. HENSON
REGISTERED LAND SURVEYOR
FLORIDA REGISTRATION No. 4547

PLAT PREPARED BY:
Anderson Specialty Services, Inc.
9200 East Orange Avenue
Floral City, Florida 34436
(352) 220-0146
BUSINESS LICENSE No. LB 8156

PLAT BOOK _____ PAGE_____

Attachment: Mylar (12786 : PLT-21-06 McDougal Place)



Attachment: Locator map (12786 : PLT-21-06 McDougal Place)

Legend

PLT-21-06

MCDOUGAL PLACE
PLT-21-06
SEC 21 TWN 18S RNG 19E

Geographic Information Systems

Prepared By : Susan O'Connell
Date: April 16, 2021
Source: Enterprise Geodatabase
Map Number: SO001137

Cynthia P. Skelhorn
Director

This information is to be used for general purposes only. The Citrus County Geographic Information Systems Division makes every effort to provide content that is accurate and complete as of the date it is printed. However, all information provided must be independently verified by the user.

Citrus County shall not be liable for any claims, demands, or losses of any kind in connection with the use of this information, including but not limited to, damages or losses caused by reliance upon the accuracy or timeliness of this information and the viewing, copying, or distributing of these materials.

AGENDA MEMORANDUM

FROM:	Randall Olney, Public Works Director
SUBJECT:	Release of Lien
AGENDA DATE:	**May 11, 2021**

BRIEF OVERVIEW:

Property Abatement Assessment on a certain property has been paid in full and said payment satisfies both the Code Compliance Lien and the Property Abatement Assessment Lien. Staff respectfully requests that the Chairman execute a release of lien for the property. AK# 1189888, Ella M. Cooper

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
N/A	N/A	N/A	N/A	N/A	N/A

RECOMMENDED ACTION:

a. Approve and Authorize the Chairman to execute Release of Lien for Property Abatement Assessment by and between Citrus County, Florida and certain property owner.

b. Authorize the Clerk to record the Release of Lien in the Public Records of Citrus County, Florida.

RELEASE OF LIEN

STATE OF FLORIDA
COUNTY OF CITRUS

BEFORE ME, the undersigned Notary Public, personally appeared Scott Carnahan, personally known to me, and who after being duly sworn states as follows:

1. I am the Chairman of the Board of County Commissioners of Citrus County, Florida, which is the governing body of Citrus County.

2. An Order of Reimbursement of Cost and Expenses was recorded on 05/31/2019 in BK 2979 PG 2291 by Citrus County Code Compliance on real property described as Alt Key 1189888; CASONS CHASSAHOWITZKA RETS UNIT 3 UNREC SUB LOTS 43-A &44-A DESC IN OR BK 427 PG 63, in the public records of Citrus County, Florida.

3. A Claim of Lien for Special Assessment regarding the Order was recorded on 06/01/2020 in BK 3063 PG 2425 in the public records of Citrus County, Florida.

4. On 08/25/2020, the Board of County Commissioners filed in the public records Resolution No. 2020-076 (0146 Property Abatement Assessment) that levied a special assessment lien against certain lands. The Resolution was recorded in Official Record Book (ORB) 3086 Page 1695, inclusive, public records of Citrus County, Florida.

5. The Board wishes to release the liens above as the records show the assessment has been paid in full.

6. The Board hereby releases the above-described real property and any real or personal property owned by **Ella M. Cooper** from the liens that resulted from the recording of the above-referenced Order for Reimbursement of Costs and Expenses, the Claim of Lien for Special Assessment and Resolution 2020-076.

BOARD OF COUNTY COMMISSIONERS
OF CITRUS COUNTY, FLORIDA

_____
Scott Carnahan, Chairman

STATE OF FLORIDA
COUNTY OF CITRUS

THE FOREGOING INSTRUMENT was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20___, by the undersigned authority, _____ who is personally known to me and known by me to be the Chairman of the Citrus County Board of County Commissioners and acknowledged before me that he/she executed the foregoing instrument on behalf of Citrus County as its true act and deed, and that he/she was duly authorized so to do and he/she did not take an oath.

_____
Notary Public – State of Florida

This Instrument Prepared by:
Denise A. Dymond Lyn, County Attorney
110 N. Apopka Ave.
Inverness, FL 34450

Attachment: 1c Supporting Docs - Release of Lien - Cooper (12744 : Release of Lien)

AGENDA MEMORANDUM

FROM:	Randall Olney, Public Works Director
SUBJECT:	Proclamation - National Public Works Week "Stronger Together"
AGENDA DATE:	**May 11, 2021**

BRIEF OVERVIEW:

The Department of Public Works requests the Board of County Commissioners proclaim May 16 through May 22, 2021 as “Public Works Week” in Citrus County. The theme for 2021 is “Stronger Together”.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
N/A	N/A	N/A	N/A	N/A	N/A

RECOMMENDED ACTION:

Approve and authorize the Board to execute a proclamation declaring May 16 through 22, 2021 as “Public Works Week" in Citrus County.

THE BOARD OF COUNTY COMMISSIONERS OF
CITRUS COUNTY, FLORIDA
PROCLAMATION

WHEREAS, public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of **Citrus County**; and,

WHEREAS, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers and employees at all levels of government and the private sector, who are responsible for rebuilding, improving and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

WHEREAS, it is in the public interest for the citizens, civic leaders and children in **Citrus County** to gain knowledge of and to maintain a progressive interest and understanding of the importance of public works and public works programs in their respective communities; and,

WHEREAS, the year 2021 marks the 61st annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association,

WHEREAS, the theme of National Public Works Week in 2021 is **"Stronger Together"**.

NOW, THEREFORE, **the Board of County Commissioners of Citrus County, Florida** does hereby designate the week of May 16 – 22, 2021 as National Public Works Week; We urge all citizens to join with representatives of the American Public Works Association/Canadian Public Works Association and government agencies in activities, events and ceremonies designed to pay tribute to our public works professionals, engineers, managers and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

EXECUTED this 11th day of May, 2021

_____
Chairman Scott Carnahan

_____ _____
Ronald E. Kitchen Jr. **Ruthie Davis Schlabach**

_____ _____
Jeff Kinnard, D. C. **Holly L. Davis**

Attachment: 20210225 - Pub. Wrks Wk - Proclamation (12665 : Proclamation - National Public Works

AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	ITB 21-052 Essex Ave, Steven St, & Scenic Way Water Main Ext; Pave Rite, Inc.
AGENDA DATE:	**May 11, 2021**

BRIEF OVERVIEW:

On February 28, 2021, Staff issued ITB 21-052 Essex Ave, Steven St and Scenic Way Water Main Extension Project to provide complete construction of the Essex Avenue, Steven Street, and Scenic Way Water Main Extension Projects in which nine (9) bids were received.

Staff desires to award ITB 21-052 Essex Ave, Steven St, and Scenic Way Water Main Extension Project to Pave-Rite, Inc. as the lowest and most responsive bidder at a cost of $ 1,156,740.49 including a contingency amount of $100,000.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance*
9600-56300	Improve othe	$3,055,216	$459,734	$84,954	$2,510,528

CCU Water Conn Fees-Improve other than Bldg.
*available balance prior to award

RECOMMENDED ACTION:

a. Approve and Authorize the Chairman to execute the Agreement between Citrus County, Florida and Pave-Rite, Inc. to provide complete construction of the Essex Avenue, Steven Street, and Scenic Way Water Main Extension Project.

b. Approve related Budget Transfer

PROCUREMENT AUTHORIZATION FORM

FOR PURCHASES IN EXCESS OF $ 25,000

Only complete the sections that apply and leave the rest blank. Once completed, print the form, have it signed by all those indicated below and mail to Purchasing Manager @ OMB/Purchasing. Also e-mail the form to linda.morse@citrusbocc.com **Purchasing will assign a solicitation number, which will be provided to you.**

(USE THE TAB KEY TO MOVE BETWEEN FIELDS)

NAME OF PROJECT: (Two lines maximum) Essex Ave.-Fenway to Atlantic WM U2017-07, Stevens to Croft WM U2000-01, Scenic Way to Curlew WM U2015-04

DEPARTMENT / DIVISION: Water Resources/Utility Planning and Engineering

ACCOUNT NUMBER: (Four lines maximum) 9600-56300

BUDGET AMOUNT: $890,000

FINANCING REQUIRED: YES ☐ NO ■ **GRANT FUNDED:** YES ☐ NO ■

DESCRIPTION OF COMMODITY / SERVICE / PROJECT AND JUSTIFICATION FOR EXPENDITURE:

The Citrus County Water Resources Department is inviting interested parties to provide construction services such as but not limited to materials and labor for the construction of an 16-inch water main along Essex Ave. from Fenway to Atlantic Street to improve system capacity and efficiency by looping existing lines. Additionally, a 12-inch main will be constructed on Steven St. from Nashua Terrace to Croft Rd. and a combination of 12-inch and 6-inch mains will be constructed and located on Scenic Way, Curlew Place and Yates Place.

REQUESTOR Leonard Brown **DATE** 12/30/2020

DIVISION DIRECTOR Christina Malmberg g@citrusbocc.com, CN=Christina **DATE** 1/14/2021

DEPARTMENT DIRECTOR Ken Cheek Digitally signed by Ken Cheek Date: 2021.01.14 09:09:50 -05'00' **DATE**

MANAGEMENT & BUDGET DIRECTOR Yscott **DATE** 2.24.2021

Attachment: ITB 21-052 AGENDA 5-11-21 (12802 : ITB 21-052 Essex Ave, Steven St, & Scenic Way Water Main Ext; Pave Rite, Inc.)

BID FORM
SCHEDULE of VALUES

Bids Received On or Before April 6, 2021 @ 2:00 PM

ITB 21-052
Essex Avenue, Steven Street, and Scenic Way Water Main Projects

DB Civil Construction, LLC St. Augustine, FL	$1,498,866.00
McKenzie Contracting LLC Tampa, FL	$1,473,000.00
Pave-Rite, Inc Lecanto, FL	$1,156,740.49
Pospiech Contracting, Inc Inverness. FL	$1,216,982.00
Utility Systems Construction, LLC Groveland, FL	$1,292,958.00
Young`s Communications Co. Inc. Melbourne, FL	$1,689,469.00
Art Walker Construction, Inc. Lowell, FL	$1,469,307.00
Constantine Constructors, LLC Ft. Walton Beach, FL	$1,543,906.00
Hartman Civil Construction Co., Inc. Hernando, FL	$1,287,388.00

Attachment: ITB 21-052 AGENDA 5-11-21 (12802 : ITB 21-052 Essex Ave, Steven St, & Scenic Way Water Main Ext; Pave Rite, Inc.)

BID FORM
SCHEDULE of VALUES

Bids Received On or Before April 6, 2021 @ 2:00 PM

ITB 21-052
Essex Avenue, Steven Street, and Scenic Way Water Main Projects

	Description	UNIT	EST. QTY.	DB Civil Construction UNIT PRICE	DB Civil Construction EXTENDED PRICE	McKenzie Contracting LLC Tampa FL UNIT PRICE	McKenzie Contracting LLC Tampa FL EXTENDED PRICE
1	2" PVC WATER MAIN (INCLD. FITTINGS)	LF	40	$35.00	$1,400.00	$19.83	$793.20
2	6" PVC WATER MAIN (INCLD. FITTINGS)	LF	1,665	$35.00	$58,275.00	$35.83	$59,656.95
3	12" PVC WATER MAIN (INCLD. FITTINGS)	LF	5,671	$54.00	$306,234.00	$55.28	$313,492.88
4	16" DUCTILE IRON WATER MAIN (INCLD. FITTINGS)	LF	1,850	$107.00	$197,950.00	$99.49	$184,056.50
5	12" DUCTILE IRON PIPE FOR JACK AND BORE	LF	112	$133.00	$14,896.00	$474.00	$53,088.00
6	JACK AND BORE W/ 24" STEEL CASING	LF	112	$640.00	$71,680.00	$94.20	$10,550.40
7	8" HDPE DIRECTIONAL DRILL	LF	75	$165.00	$12,375.00	$53.60	$4,020.00
8	10" HDPE DIRECTIONAL DRILL	LF	40	$170.00	$6,800.00	$66.90	$2,676.00
9	14" HDPE DIRECTIONAL DRILL	LF	555	$178.00	$98,790.00	$60.75	$33,716.25
10	18" HDPE DIRECTIONAL DRILL	LF	317	$230.00	$72,910.00	$92.61	$29,357.37
11	6" GATE VALVE	EA	14	$1,100.00	$15,400.00	$1,786.40	$25,009.60
12	8" GATE VALVE	EA	1	$1,600.00	$1,600.00	$2,253.26	$2,253.26
13	12" GATE VALVE	EA	12	$2,800.00	$33,600.00	$3,687.10	$44,245.20
14	16" GATE VALVE	EA	3	$6,000.00	$18,000.00	$6,742.20	$20,226.60
15	DRIVEWAYS - RESTORATION - CONCRETE	EA	23	$1,600.00	$36,800.00	$338.00	$7,774.00
16	DRIVEWAYS - RESTORATION - ASPHALT	EA	2	$4,000.00	$8,000.00	$650.00	$1,300.00
17	AIR RELEASE VALVE	EA	14	$3,500.00	$49,000.00	$3,314.13	$46,397.82
18	FIRE HYDRANT ASSEMBLY	EA	8	$4,700.00	$37,600.00	$4,783.82	$38,270.56
19	BLOW OFF ASSEMBLY	EA	5	$1,200.00	$6,000.00	$999.76	$4,998.80
20	BACTERIOLOGICAL SAMPLE POINTS	EA	14	$750.00	$10,500.00	$999.76	$13,996.64
21	SINGLE SERVICES	EA	24	$1,300.00	$31,200.00	$2,031.01	$48,744.24
22	DOUBLE SERVICES	EA	32	$1,900.00	$60,800.00	$2,385.73	$76,343.36
23	SOD - RESTORATION	LF	8,726	$6.00	$52,356.00	$3.25	$28,359.50
24	CONNECT TO EXISTING WATER MAIN	LS	10	$5,300.00	$53,000.00	$6,716.23	$67,162.30
25	TESTING	LS	1	$17,000.00	$17,000.00	$50,000.00	$50,000.00
26	CONSTRUCTION STAKEOUT	LS	1	$21,000.00	$21,000.00	$15,600.00	$15,600.00
27	CERTIFIED ASBUILTS	LS	1	$6,000.00	$6,000.00	$13,855.70	$13,855.70
28	MOBILIZATION/ DEMOBILIZATION	LS	1	$65,000.00	$65,000.00	$73,937.50	$73,937.50
29	NPDES PERMITTING	LS	1	$600.00	$600.00	$5,005.00	$5,005.00
30	MAINTENANCE OF TRAFFIC	LS	1	$7,000.00	$7,000.00	$44,362.50	$44,362.50
31	GOPHER TORTOISE SURVEY/ PERMIT	LS	1	$4,000.00	$4,000.00	$3,250.00	$3,250.00
32	GOPHER TORTOISE RELOCATION	EA	6	$850.00	$5,100.00	$3,640.00	$21,840.00
33	CONTINGENCY	LS	1	$100,000.00	$100,000.00	$100,000.00	$100,000.00
34	PERFORMANCE / PAYMENT BOND	LS	1	$18,000.00	$18,000.00	$28,659.87	$28,659.87
		BID TOTAL		$1,498,866.00		$1,473,000.00	

Shaded cells differ from calulations on Bid form.

Attachment: ITB 21-052 AGENDA 5-11-21 (12802 : ITB 21-052 Essex Ave, Steven St, & Scenic Way Water Main Ext; Pave Rite, Inc.)

BID FORM
SCHEDULE of VALUES

Bids Received On or Before April 6, 2021 @ 2:00 PM

ITB 21-052
Essex Avenue, Steven Street, and Scenic Way Water Main Projects

	Description	UNIT	EST. QTY.	Pave-Rite, Inc UNIT PRICE	Pave-Rite, Inc EXTENDED PRICE	Pospiech Contracting, Inc UNIT PRICE	Pospiech Contracting, Inc EXTENDED PRICE
1	2" PVC WATER MAIN (INCLD. FITTINGS)	LF	40	$9.41	$376.40	$30.00	$1,200.00
2	6" PVC WATER MAIN (INCLD. FITTINGS)	LF	1,665	$20.12	$33,499.80	$25.00	$41,625.00
3	12" PVC WATER MAIN (INCLD. FITTINGS)	LF	5,671	$44.77	$253,890.67	$45.00	$255,195.00
4	16" DUCTILE IRON WATER MAIN (INCLD. FITTINGS)	LF	1,850	$84.51	$156,343.50	$80.00	$148,000.00
5	12" DUCTILE IRON PIPE FOR JACK AND BORE	LF	112	$96.47	$10,804.64	$114.00	$12,768.00
6	JACK AND BORE W/ 24" STEEL CASING	LF	112	$578.96	$64,843.52	$400.00	$44,800.00
7	8" HDPE DIRECTIONAL DRILL	LF	75	$108.89	$8,166.75	$95.00	$7,125.00
8	10" HDPE DIRECTIONAL DRILL	LF	40	$152.78	$6,111.20	$110.00	$4,400.00
9	14" HDPE DIRECTIONAL DRILL	LF	555	$95.92	$53,235.60	$135.00	$74,925.00
10	18" HDPE DIRECTIONAL DRILL	LF	317	$181.73	$57,608.41	$220.00	$69,740.00
11	6" GATE VALVE	EA	14	$1,014.96	$14,209.44	$1,400.00	$19,600.00
12	8" GATE VALVE	EA	1	$1,488.54	$1,488.54	$1,800.00	$1,800.00
13	12" GATE VALVE	EA	12	$2,477.40	$29,728.80	$2,900.00	$34,800.00
14	16" GATE VALVE	EA	3	$5,680.80	$17,042.40	$6,200.00	$18,600.00
15	DRIVEWAYS - RESTORATION - CONCRETE	EA	23	$1,752.18	$40,300.14	$1,500.00	$34,500.00
16	DRIVEWAYS - RESTORATION - ASPHALT	EA	2	$4,571.81	$9,143.62	$2,100.00	$4,200.00
17	AIR RELEASE VALVE	EA	14	$2,541.52	$35,581.28	$2,800.00	$39,200.00
18	FIRE HYDRANT ASSEMBLY	EA	8	$6,074.56	$48,596.48	$4,700.00	$37,600.00
19	BLOW OFF ASSEMBLY	EA	5	$792.62	$3,963.10	$1,200.00	$6,000.00
20	BACTERIOLOGICAL SAMPLE POINTS	EA	14	$370.83	$5,191.62	$1,000.00	$14,000.00
21	SINGLE SERVICES	EA	24	$921.19	$22,108.56	$1,200.00	$28,800.00
22	DOUBLE SERVICES	EA	32	$1,732.03	$55,424.96	$1,700.00	$54,400.00
23	SOD - RESTORATION	LF	8,726	$2.66	$23,211.16	$4.00	$34,904.00
24	CONNECT TO EXISTING WATER MAIN	LS	10	$1,958.84	$19,588.40	$3,800.00	$38,000.00
25	TESTING	LS	1	$10,949.65	$10,949.65	$4,750.00	$4,750.00
26	CONSTRUCTION STAKEOUT	LS	1	$8,615.60	$8,615.60	$11,800.00	$11,800.00
27	CERTIFIED ASBUILTS	LS	1	$5,950.00	$5,950.00	$7,100.00	$7,100.00
28	MOBILIZATION/ DEMOBILIZATION	LS	1	$23,383.65	$23,383.65	$20,000.00	$20,000.00
29	NPDES PERMITTING	LS	1	$731.99	$731.99	$650.00	$650.00
30	MAINTENANCE OF TRAFFIC	LS	1	$7,796.17	$7,796.17	$14,000.00	$14,000.00
31	GOPHER TORTOISE SURVEY/ PERMIT	LS	1	$1,190.00	$1,190.00	$3,100.00	$3,100.00
32	GOPHER TORTOISE RELOCATION	EA	6	$2,737.00	$16,422.00	$3,500.00	$21,000.00
33	CONTINGENCY	LS	1	$100,000.00	$100,000.00	$100,000.00	$100,000.00
34	PERFORMANCE / PAYMENT BOND	LS	1	$11,242.44	$11,242.44	$8,400.00	$8,400.00
		BID TOTAL			$1,156,740.49		$1,216,982.00

Shaded cells differ from calulations on Bid form.

Attachment: ITB 21-052 AGENDA 5-11-21 (12802 : ITB 21-052 Essex Ave, Steven St, & Scenic Way Water Main Ext; Pave Rite, Inc.)

BID FORM
SCHEDULE of VALUES

Bids Received On or Before April 6, 2021 @ 2:00 PM

ITB 21-052
Essex Avenue, Steven Street, and Scenic Way Water Main Projects

	Description	UNIT	EST. QTY.	Utility Systems Construction		Young`s Communications Co. Inc	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	2" PVC WATER MAIN (INCLD. FITTINGS)	LF	40	$57.00	$2,280.00	$17.00	$680.00
2	6" PVC WATER MAIN (INCLD. FITTINGS)	LF	1,665	$28.25	$47,036.25	$29.00	$48,285.00
3	12" PVC WATER MAIN (INCLD. FITTINGS)	LF	5,671	$51.25	$290,638.75	$52.00	$294,892.00
4	16" DUCTILE IRON WATER MAIN (INCLD. FITTINGS)	LF	1,850	$95.25	$176,212.50	$98.00	$181,300.00
5	12" DUCTILE IRON PIPE FOR JACK AND BORE	LF	112	$86.75	$9,716.00	$94.00	$10,528.00
6	JACK AND BORE W/ 24" STEEL CASING	LF	112	$475.50	$53,256.00	$730.00	$81,760.00
7	8" HDPE DIRECTIONAL DRILL	LF	75	$62.50	$4,687.50	$194.00	$14,550.00
8	10" HDPE DIRECTIONAL DRILL	LF	40	$92.00	$3,680.00	$730.00	$29,200.00
9	14" HDPE DIRECTIONAL DRILL	LF	555	$113.00	$62,715.00	$257.00	$142,635.00
10	18" HDPE DIRECTIONAL DRILL	LF	317	$206.00	$65,302.00	$324.00	$102,708.00
11	6" GATE VALVE	EA	14	$949.00	$13,286.00	$1,135.00	$15,890.00
12	8" GATE VALVE	EA	1	$1,390.50	$1,390.50	$1,568.00	$1,568.00
13	12" GATE VALVE	EA	12	$2,402.50	$28,830.00	$2,600.00	$31,200.00
14	16" GATE VALVE	EA	3	$5,093.25	$15,279.75	$5,230.00	$15,690.00
15	DRIVEWAYS - RESTORATION - CONCRETE	EA	23	$1,119.00	$25,737.00	$1,900.00	$43,700.00
16	DRIVEWAYS - RESTORATION - ASPHALT	EA	2	$810.00	$1,620.00	$7,000.00	$14,000.00
17	AIR RELEASE VALVE	EA	14	$3,207.25	$44,901.50	$5,450.00	$76,300.00
18	FIRE HYDRANT ASSEMBLY	EA	8	$3,638.25	$29,106.00	$4,345.00	$34,760.00
19	BLOW OFF ASSEMBLY	EA	5	$528.50	$2,642.50	$855.00	$4,275.00
20	BACTERIOLOGICAL SAMPLE POINTS	EA	14	$487.75	$6,828.50	$600.00	$8,400.00
21	SINGLE SERVICES	EA	24	$834.00	$20,016.00	$1,155.00	$27,720.00
22	DOUBLE SERVICES	EA	32	$1,064.00	$34,048.00	$2,515.00	$80,480.00
23	SOD - RESTORATION	LF	8,726	$6.50	$56,719.00	$8.00	$69,808.00
24	CONNECT TO EXISTING WATER MAIN	LS	10	$3,014.00	$30,140.00	$4,485.00	$44,850.00
25	TESTING	LS	1	$37,565.50	$37,565.50	$13,630.00	$13,630.00
26	CONSTRUCTION STAKEOUT	LS	1	$12,960.00	$12,960.00	$20,230.00	$20,230.00
27	CERTIFIED ASBUILTS	LS	1	$12,960.00	$12,960.00	$8,250.00	$8,250.00
28	MOBILIZATION/ DEMOBILIZATION	LS	1	$30,033.75	$30,033.75	$74,000.00	$74,000.00
29	NPDES PERMITTING	LS	1	$9,678.00	$9,678.00	$4,950.00	$4,950.00
30	MAINTENANCE OF TRAFFIC	LS	1	$26,244.00	$26,244.00	$42,850.00	$42,850.00
31	GOPHER TORTOISE SURVEY/ PERMIT	LS	1	$2,700.00	$2,700.00	$1,760.00	$1,760.00
32	GOPHER TORTOISE RELOCATION	EA	6	$3,024.00	$18,144.00	$3,520.00	$21,120.00
33	CONTINGENCY	LS	1	$100,000.00	$100,000.00	$100,000.00	$100,000.00
34	PERFORMANCE / PAYMENT BOND	LS	1	$16,604.00	$16,604.00	$27,500.00	$27,500.00
		BID TOTAL		$1,292,958.00		$1,689,469.00	

Shaded cells differ from calulations on Bid form.

Attachment: ITB 21-052 AGENDA 5-11-21 (12802 : ITB 21-052 Essex Ave, Steven St, & Scenic Way Water Main Ext; Pave Rite, Inc.)

BID FORM
SCHEDULE of VALUES

Bids Received On or Before April 6, 2021 @ 2:00 PM

ITB 21-052
Essex Avenue, Steven Street, and Scenic Way Water Main Projects

	Description	UNIT	EST. QTY.	Art Walker Construction		Constantine Constructors	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	2" PVC WATER MAIN (INCLD. FITTINGS)	LF	40	$20.50	$820.00	$36.00	$1,440.00
2	6" PVC WATER MAIN (INCLD. FITTINGS)	LF	1,665	$30.00	$49,950.00	$26.00	$43,290.00
3	12" PVC WATER MAIN (INCLD. FITTINGS)	LF	5,671	$48.00	$272,208.00	$52.00	$294,892.00
4	16" DUCTILE IRON WATER MAIN (INCLD. FITTINGS)	LF	1,850	$91.00	$168,350.00	$98.00	$181,300.00
5	12" DUCTILE IRON PIPE FOR JACK AND BORE	LF	112	$146.00	$16,352.00	$75.00	$8,400.00
6	JACK AND BORE W/ 24" STEEL CASING	LF	112	$700.00	$78,400.00	$703.00	$78,736.00
7	8" HDPE DIRECTIONAL DRILL	LF	75	$133.00	$9,975.00	$102.00	$7,650.00
8	10" HDPE DIRECTIONAL DRILL	LF	40	$175.00	$7,000.00	$125.00	$5,000.00
9	14" HDPE DIRECTIONAL DRILL	LF	555	$146.00	$81,030.00	$142.00	$78,810.00
10	18" HDPE DIRECTIONAL DRILL	LF	317	$205.00	$64,985.00	$240.00	$76,080.00
11	6" GATE VALVE	EA	14	$980.00	$13,720.00	$1,053.00	$14,742.00
12	8" GATE VALVE	EA	1	$1,510.00	$1,510.00	$1,847.00	$1,847.00
13	12" GATE VALVE	EA	12	$2,640.00	$31,680.00	$3,000.00	$36,000.00
14	16" GATE VALVE	EA	3	$5,420.00	$16,260.00	$5,979.00	$17,937.00
15	DRIVEWAYS - RESTORATION - CONCRETE	EA	23	$2,310.00	$53,130.00	$1,947.00	$44,781.00
16	DRIVEWAYS - RESTORATION - ASPHALT	EA	2	$2,060.00	$4,120.00	$3,245.00	$6,490.00
17	AIR RELEASE VALVE	EA	14	$3,475.00	$48,650.00	$2,833.00	$39,662.00
18	FIRE HYDRANT ASSEMBLY	EA	8	$4,555.00	$36,440.00	$4,726.00	$37,808.00
19	BLOW OFF ASSEMBLY	EA	5	$1,140.00	$5,700.00	$1,443.00	$7,215.00
20	BACTERIOLOGICAL SAMPLE POINTS	EA	14	$675.00	$9,450.00	$447.00	$6,258.00
21	SINGLE SERVICES	EA	24	$1,285.00	$30,840.00	$977.00	$23,448.00
22	DOUBLE SERVICES	EA	32	$2,480.00	$79,360.00	$2,052.00	$65,664.00
23	SOD - RESTORATION	LF	8,726	$5.60	$48,865.60	$11.00	$95,986.00
24	CONNECT TO EXISTING WATER MAIN	LS	10	$7,050.00	$70,500.00	$6,946.00	$69,460.00
25	TESTING	LS	1	$7,235.00	$7,235.00	$5,679.00	$5,679.00
26	CONSTRUCTION STAKEOUT	LS	1	$10,285.00	$10,285.00	$19,859.00	$19,859.00
27	CERTIFIED ASBUILTS	LS	1	$6,260.00	$6,260.00	$14,018.00	$14,018.00
28	MOBILIZATION/ DEMOBILIZATION	LS	1	$82,915.40	$82,915.40	$78,874.00	$78,874.00
29	NPDES PERMITTING	LS	1	$2,200.00	$2,200.00	$15,576.00	$15,576.00
30	MAINTENANCE OF TRAFFIC	LS	1	$30,030.00	$30,030.00	$2,261.00	$2,261.00
31	GOPHER TORTOISE SURVEY/ PERMIT	LS	1	$2,750.00	$2,750.00	$3,245.00	$3,245.00
32	GOPHER TORTOISE RELOCATION	EA	6	$3,080.00	$18,480.00	$3,634.00	$21,804.00
33	CONTINGENCY	LS	1	$100,000.00	$100,000.00	$100,000.00	$100,000.00
34	PERFORMANCE / PAYMENT BOND	LS	1	$9,856.00	$9,856.00	$39,694.00	$39,694.00
		BID TOTAL		$1,469,307.00		$1,543,906.00	

Shaded cells differ from calulations on Bid form.

Attachment: ITB 21-052 AGENDA 5-11-21 (12802 : ITB 21-052 Essex Ave, Steven St, & Scenic Way Water Main Ext; Pave Rite, Inc.)

BID FORM
SCHEDULE of VALUES

Bids Received On or Before April 6, 2021 @ 2:00 PM

ITB 21-052
Essex Avenue, Steven Street, and Scenic Way Water Main Projects

	Description	UNIT	EST. QTY.	Hartman Civil Construction Co., Inc. UNIT PRICE	EXTENDED PRICE
1	2" PVC WATER MAIN (INCLD. FITTINGS)	LF	40	$24.00	$960.00
2	6" PVC WATER MAIN (INCLD. FITTINGS)	LF	1,665	$28.00	$46,620.00
3	12" PVC WATER MAIN (INCLD. FITTINGS)	LF	5,671	$42.00	$238,182.00
4	16" DUCTILE IRON WATER MAIN (INCLD. FITTINGS)	LF	1,850	$82.00	$151,700.00
5	12" DUCTILE IRON PIPE FOR JACK AND BORE	LF	112	$78.00	$8,736.00
6	JACK AND BORE W/ 24" STEEL CASING	LF	112	$525.00	$58,800.00
7	8" HDPE DIRECTIONAL DRILL	LF	75	$164.00	$12,300.00
8	10" HDPE DIRECTIONAL DRILL	LF	40	$170.00	$6,800.00
9	14" HDPE DIRECTIONAL DRILL	LF	555	$176.00	$97,680.00
10	18" HDPE DIRECTIONAL DRILL	LF	317	$238.00	$75,446.00
11	6" GATE VALVE	EA	14	$1,000.00	$14,000.00
12	8" GATE VALVE	EA	1	$1,400.00	$1,400.00
13	12" GATE VALVE	EA	12	$2,600.00	$31,200.00
14	16" GATE VALVE	EA	3	$5,400.00	$16,200.00
15	DRIVEWAYS - RESTORATION - CONCRETE	EA	23	$1,500.00	$34,500.00
16	DRIVEWAYS - RESTORATION - ASPHALT	EA	2	$2,500.00	$5,000.00
17	AIR RELEASE VALVE	EA	14	$3,400.00	$47,600.00
18	FIRE HYDRANT ASSEMBLY	EA	8	$4,400.00	$35,200.00
19	BLOW OFF ASSEMBLY	EA	5	$1,000.00	$5,000.00
20	BACTERIOLOGICAL SAMPLE POINTS	EA	14	$900.00	$12,600.00
21	SINGLE SERVICES	EA	24	$1,180.00	$28,320.00
22	DOUBLE SERVICES	EA	32	$1,770.00	$56,640.00
23	SOD - RESTORATION	LF	8,726	$6.00	$52,356.00
24	CONNECT TO EXISTING WATER MAIN	LS	10	$4,500.00	$45,000.00
25	TESTING	LS	1	$10,000.00	$10,000.00
26	CONSTRUCTION STAKEOUT	LS	1	$11,000.00	$11,000.00
27	CERTIFIED ASBUILTS	LS	1	$6,500.00	$6,500.00
28	MOBILIZATION/ DEMOBILIZATION	LS	1	$15,000.00	$15,000.00
29	NPDES PERMITTING	LS	1	$7,500.00	$7,500.00
30	MAINTENANCE OF TRAFFIC	LS	1	$18,000.00	$18,000.00
31	GOPHER TORTOISE SURVEY/ PERMIT	LS	1	$3,948.00	$3,948.00
32	GOPHER TORTOISE RELOCATION	EA	6	$2,200.00	$13,200.00
33	CONTINGENCY	LS	1	$100,000.00	$100,000.00
34	PERFORMANCE / PAYMENT BOND	LS	1	$20,000.00	$20,000.00
		BID TOTAL		$1,287,388.00	

Shaded cells differ from calulations on Bid form.

Attachment: ITB 21-052 AGENDA 5-11-21 (12802 : ITB 21-052 Essex Ave, Steven St, & Scenic Way Water Main Ext; Pave Rite, Inc.)

Board of County Commissioners
DEPARTMENT OF WATER RESOURCES
UTILITY PLANNING & ENGINEERING
3600 W. Sovereign Path, Suite 291
Lecanto, Florida 34461-7788
Telephone: (352) 527-7646 Fax: (352) 527-7644
Citrus Springs/Dunnellon/Inglis/Yankeetown area - Toll Free (352) 489-2120
TTY Telephone: (352) 527-5312
www.citrusbocc.com

MEMORANDUM

To: Linda Morse, Purchasing Manager, Management and Budget

Through: Christina Malmberg, P.E., Utility Planning and Engineering Director Christina Malmberg Digitally signed by Christina Malmberg DN: C=US, E=christina.malmberg@citrusbocc.com, CN=Christina Malmberg Date: 2021.04.14 08:31:22-04'00'

From: Leonard Brown, Water Resources Project Manager

Date: April 7, 2021 Leonard Brown Digitally signed by Leonard Brown Date: 2021.04.07 10:42:22 -04'00'

Re: **ITB # 21-052, Essex Ave. U2017-07, Steven St. U2000-01 and Scenic Way U2015-04 Water Main Projects**

Citrus County Water Resources staff has reviewed bids received in response to ITB#21-052, Essex Ave., Steven St., and Scenic Way Water Main projects. Based on our review, we recommend the award to this project to the lowest bidder, Pave-Rite Inc. The total amount of the bid received was in the amount of $1,156,740.49.

As always, your assistance is greatly appreciated.

Attachment: ITB 21-052 AGENDA 5-11-21 (12802 : ITB 21-052 Essex Ave, Steven St, & Scenic Way Water Main Ext; Pave Rite, Inc.)

BEI BURRELL ENGINEERING, INC.
CIVIL ENGINEERING

12005 N. FLORIDA AVE.
DUNNELLON, FL 34434
PH. 352-489-4144
FAX 352-489-4741

April 7, 2021

Ms. Christina Malmberg, PE
Citrus County Utility Department
3600 W. Sovereign Path
Lecanto, FL 34461

Subject: Essex, Steven, & Scenic Way Water Main Extensions
Project # 19-48

Dear Ms. Malmberg:

I have reviewed the bids for the above mentioned project. Based on my review of the bid and my professional experience with Pave-Rite, Inc. on similar projects and discussions with them regarding this project it is my recommendation that Pave-Rite, Inc. be awarded the bid for ITB 21-052, Essex Avenue, Steven Street, and Scenic Way Water Main Projects.

Sincerely

Burrell Engineering, Inc.

Kenneth L Ward

Kenneth L. Ward, P.E.
Project Manager

Cc: Linda Morse, Purchasing; Leonard Brown, Project Manager

Y:\Essex, Steven & Scenic Way Water Main\Construction\BidRecomendationLtr_Essex.doc

Attachment: ITB 21-052 AGENDA 5-11-21 (12802 : ITB 21-052 Essex Ave, Steven St, & Scenic Way Water Main Ext; Pave Rite, Inc.)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/15/2021

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
BKS Partners
4211 W. Boy Scout Blvd Ste 800
Tampa FL 33607

CONTACT NAME: Tanya Russo
PHONE (A/C, No, Ext): 813-470-5022 FAX (A/C, No): 813-221-1857
E-MAIL ADDRESS: tanya.russo@bks-partners.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : CNA Insurance Companies	
INSURER B : Continental Insurance Company	35289
INSURER C : Valley Forge Insurance Co.	20508
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Pave Rite Inc.
3411 W Crigger Court
Lecanto FL 34460

PAVER-1

COVERAGES CERTIFICATE NUMBER: 715801257 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	Y	Y	7011759804	1/1/2021	1/1/2022	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)	$ 10,000
	POLICY X PRO-JECT LOC						PERSONAL & ADV INJURY	$ 1,000,000
	OTHER:						GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY	Y	Y	7011759799	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			7011759818	1/1/2021	1/1/2022	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N		Y	7011958836	1/1/2021	1/1/2022	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N / A						E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
A	Equipment			7011759804	1/1/2021	1/1/2022	Leased/Rented TIV Scheduled Deductible	285,000 1,153,208 10%

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Limited worksite pollution included: limit $500,000
Project Bid Number: ITB 21-052

Citrus County, Florida, a political subdivision of the State of Florida, its officials, employees and volunteers are included as Additional Insured with respect to general liability and automobile liability if required by written contract and subject to terms, conditions and exclusions of the policy. Coverage is provided on a Primary basis on the general liability and automobile liability if required by written contract and subject to terms, conditions and exclusions of the policy. A Waiver of Subrogation in favor of the Citrus County, Florida, a political subdivision of the State of Florida, its officials, employees and volunteers applies to general liability, automobile liability and workers compensation if required by written contract.

CERTIFICATE HOLDER

Citrus County, Florida
Political Subdivision of the State of Florida
3600 W. Sovereign Path
Lecanto FL 34461

CANCELLATION 30 Days/10 Days for Non-payment

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
Richard P. Russo Jr.

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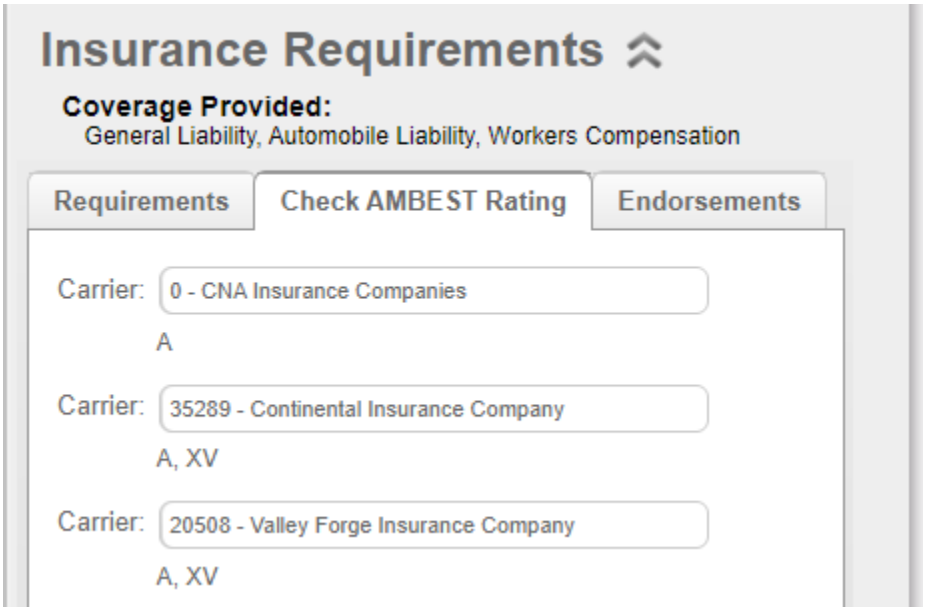
Attachment: ITB 21-052 AGENDA 5-11-21 (12802 : ITB 21-052 Essex Ave, Steven St, & Scenic Way Water Main Ext; Pave Rite, Inc.)

AMBEST PaveRite 2022



Attachment: ITB 21-052 AGENDA 5-11-21 (12802 : ITB 21-052 Essex Ave, Steven St, & Scenic Way Water Main Ext; Pave Rite, Inc.)

CONSTRUCTION AGREEMENT

This Services Agreement is entered into by the parties this _____ day of _____, 2021.

1.0 Parties:

Citrus County, Florida, a political subdivision of the State of Florida, (County).

and

Pave-Rite, Inc., (Contractor).

2.0 Designated Contact Person as to County:
Leonard Brown, Project Manager
Department of Water Resources Division
3600 W. Sovereign Path, Ste 291
Lecanto, Florida 34461
Phone: 352-527-5402
Fax: 352-527-7644
Email: leonard.brown@citrusbocc.com

3.0 Designated Contact Person as to Contractor:
Jeffrey Korstick, Vice President
Pave-Rite, Inc.
3411 W Crigger Court
Lecanto, Florida 34461
Phone: 352-621-1600
Fax: 352-621-1645
Email: jeff@paveriteflorida.com

4.0 Agent for County:
Kenneth L. Ward., PE, Burrell Engineering, Inc.
12005 N. Florida Ave.
Dunnellon, Florida 34434
Phone: 352-489-4144
Fax: 352-489-4741
Email: kenlward@bellsouth.net

5.0 Notices: All notices between County and Contractor, as required under the Agreement, shall be by telephone, facsimile, e-mail, mail, or by personal delivery to the respective designated contact person identified above. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

6.0 Entire Agreement: This Agreement, and its associated Documents referenced herein, together with any executed Addenda, shall constitute the entire Agreement between Contractor and County (hereinafter referred to as the "Agreement"). In resolving conflicts, errors, discrepancies, and disputes concerning the scope of Services or other rights or obligations of the parties, precedence shall be given in the following order (1) a fully executed Addendum to this Agreement (later executed Addenda taking precedence over earlier dated Addenda), (2) provisions of this Agreement, (3) provisions of the Invitation to Bid, (4) provisions of Contractor's Bid, (5) provisions of the Purchase Order, and (6) provisions contained in any governmental regulation incorporated herein by reference. There are no understandings or agreements except as herein expressly stated.

7.0 Project Design: The Project has been designed by the Agent for County. The County's Agent shall assume all duties and responsibilities and have the rights and authority assigned to them in the Agreement Documents with regards to the plans and specifications, in accordance with the Contract Documents.

8.0 Agreement Documents:
1. Exhibit "A" – Special Provision of Project
2. Exhibit "B" – Compensation

Attachment: ITB 21-052 AGENDA 5-11-21 (12802 : ITB 21-052 Essex Ave, Steven St, & Scenic Way Water Main Ext; Pave Rite, Inc.)

9.0 Duration of Agreement and Commencement of Services: Contractor shall be substantially completed within one hundred and fifty (150) days after start date set forth in the Notice to proceed, and all work shall be Finally Completed within one hundred and eighty (180) days after date set forth in the Notice to Proceed issued by County. Contractor will proceed with the Work at such rate of progress to ensure full completion within the Contract Time. It is expressly understood and agreed, by and between Contractor and County, that the Contract Time for the completion of the Work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work.

10.0 Modification of Agreement: The Agreement may only be modified or amended upon mutual written agreement of County and Contractor. No oral agreements or representations shall be valid or binding upon County or Contractor. No alteration or modification of the Agreement terms, including substitution of product, shall be valid or binding against County. Contractor may not unilaterally modify the terms of the Agreement by affixing additional terms by incorporating such terms onto Contractor's documents forwarded by Contractor to County for payment. County's acceptance of product or processing of documentation on forms furnished by Contractor to County for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

11.0 Services Provided by Contractor: The Services to be provided by Contractor are summarized in Exhibit "A", attached to this Agreement. If County identifies any additional Services to be provided by Contractor that are not covered under the original Agreement, such additional services shall be made a part of this Agreement by a written Addendum.

12.0 Compensation to Contractor: Compensation to be paid to Contractor for the provision of the Services agreed to herein shall be per the unit pricing noted in Exhibit "B", attached to this Agreement.

13.0 Payment of Payment Requests:

13.1 Payment Requests: Requests for payment for the provision of the Services provided under the Agreement shall be submitted no more frequently than once per month, unless stipulated differently in the Agreement. At a minimum, the payment requests shall include the Purchase Order Number, a description of the Services provided, and the amount of the payment request. All requests for payment shall be submitted in sufficient detail to demonstrate compliance with the terms of the Agreement and to allow for the proper pre-audit and post-audit thereof. Requests for payment that include travel expenses shall be in accordance with Section 112.061, Florida Statutes. County reserves the right to require any information from Contractor that County deems necessary to substantiate claims for remuneration. Upon receipt of Contractor's payment request, County will review such to ensure that it is in proper order, and that the Services covered under the payment request have been completed in accordance with this Agreement. If it is found that the payment request is not in proper order, or the Services covered under the payment request do not satisfy this Agreement, the payment request may be rejected.

13.2 Prompt Payment: County shall make payment of a payment request in accordance with Chapter 218, Part VII of the Florida Statutes "Local Government Prompt Payment Act" from the date which a payment request in proper order is recorded as received by County, for Services completed to the satisfaction of County.

13.3 Form of Request: If the payment request is not received in proper order, County may reject the payment request within ten (10) business days after the date on which the payment request is recorded as received by County. County shall provide Contractor with a written notification of the rejection specifying the deficiency and corrective measures necessary to make the payment request proper. Upon receipt of a payment request that corrects the deficiency, County shall make payment in accordance with Chapter 218, Part VII of the Florida Statutes "Local Government Prompt Payment Act".

13.4 Resolution of Payment Request Disputes: In the event of a dispute between Contractor and County concerning the full or partial payment of a payment request, such disagreement shall be finally determined by County. If the dispute between Contractor and County involves a portion of a payment request, the undisputed portion shall be paid by County in a timely manner, as long as the payment request for the undisputed portion is in proper order. Proceedings to resolve the dispute will be commenced within forty-five (45) business days after the date the payment request in dispute was recorded as being received by County and will be concluded by final decision of County within sixty (60) business days after the date on which the payment request was recorded as being received by County. Such procedures do not constitute an administrative proceeding that prohibits a court from deciding de novo any action arising out of the dispute.

Attachment: ITB 21-052 AGENDA 5-11-21 (12802 : ITB 21-052 Essex Ave, Steven St, & Scenic Way Water Main Ext; Pave Rite, Inc.)

13.5 Purchase Order: Although an Agreement will be executed by County and Contractor for the Services being purchased by County, a purchase order will also be issued to Contractor for the purpose of facilitating payment to Contractor. Except under an "emergency request", Contractor shall not provide any Services to County until Contractor has received a purchase order from County. Contractor shall be permitted to accept an order to provide Services under an emergency purchase without a purchase order; however such request from County must be transmitted to the Contractor via facsimile or e-mail. The written transmission order must be submitted with any payment request submitted by the Contractor for such emergency requests.

13.6 Progress Payments: Contractor may submit progress payment requests to County for partial completion of the Services. If County makes payment of progress payments to Contractor which is attributable to any services provided by any of Contractors' suppliers, sub-consultants or sub-contractors, Contractor shall remit payment for such from the progress payments to those sub-consultants or sub-contractors. All Services covered by progress payment requests shall become the sole property of County. However, this shall not be construed as relieving Contractor of the sole responsibility for the care and protection of those Services which have been completed, even if Contractor remains in possession and control of such Services, or as a waiver of the right of County to require Contractor to fulfill all of the terms of the Agreement.

13.7 Payments to Subcontractors: When Contractor receives from County any payment for Services covered under the Agreement, Contractor must pay such moneys received to each subcontractor or supplier in proportion to the percentage of the Services completed by each subcontractor or supplier within ten (10) business days after Contractor's receipt of the payment. If Contractor receives less than full payment, then Contractor shall be required to disburse only the funds received on a pro rata basis to its subcontractors and suppliers, each receiving a prorated portion based on the amount due on the payment. If a subcontractor receives payment from Contractor for labor, services or materials furnished by subcontractors or suppliers hired by the subcontractor, the subcontractor must remit payment due to those subcontractors or suppliers within seven (7) business days after the subcontractor's receipt of payment from Contractor.

13.8 Records of Costs: Records of costs incurred under terms of this Agreement will be maintained and made available upon request to County at all times during the term of this Agreement and for three (3) years after the expiration or termination of the Agreement. Copies of these documents and records will be furnished to County upon request. Records of costs incurred will include Contractor's general accounting records and the project records, together with supporting documents and records, of Contractor, their sub-consultants and sub-contractors, performing work on the project, and all other records of Contractor, their sub-consultants and sub-contractors considered necessary by County for a proper audit of project costs.

13.9 Right to Withhold: Except for issues arising from contract indemnification provisions, County will have the right to retain out of any payment due Contractor under this Agreement an amount sufficient to satisfy any amount due and owing to County by Contractor on any other Agreement between Contractor and County. County may withhold payment on any invoice in the event that Contractor is in default under any provision of this Agreement or any other Agreement between Contractor and County as of the time of processing the invoice or as of the time payment is made available on the invoice. This right to withhold will continue until such time as the default has been cured, and, upon cure, County will have the right to retain an amount equal to the damages suffered as a result of the default.

13.10 Final Payment: Once the Services have been completed, delivered to and accepted by County, and provided there are no outstanding disputes, no outstanding security claims, claims or demands between County and Contractor, Contractor may submit a final payment request to County. Upon receipt of such, County shall pay the retainage withheld to Contractor.

13.11 Retainage: Pursuant to Section 255.078, Florida Statutes, County may withhold an amount from each payment made to Contractor as retainage. Provided there are no outstanding disputes between County and Contractor, no outstanding surety claims, and no outstanding claims or demands by County or Contractor, County shall make payment of such retainage to Contractor in accordance with Sections 255.077 and 255.078, Florida Statutes. If County makes payment of retainage to Contractor which is attributable to any sub-contracted services or equipment and materials provided by suppliers, Contractor shall remit payment to those sub-contractors and suppliers from the retainage.

13.12 ACH Enrollment: All Contractors will be required to complete an "Authorization Agreement for ACH Credits Enrollment Form" vendor payments will be deposited directly to Contractor's bank account. This means there is no need to wait for the check to come in the mail and eliminates the possibility of a lost check. The

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Clerk's Accounts Payable Department will provide confirmation via email when payments are transmitted, ensuring immediate notification.

14.0 Liquidated Damages: If the Services covered under this Agreement are not completed within the time allowed as stipulated herein, plus any extensions thereof, County could incur additional expenses. Since these expenses are difficult to prove in a legal or arbitration proceeding to establish the actual loss suffered by County, instead of requiring any such proof, Contractor agrees that as liquidated damages for any delays (but not as a penalty) it shall pay County **one thousand five hundred dollars ($1,500.00)** for each day that expires after the time specified herein for completion. Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work is due to the following, and Contractor has promptly given written notice of such delay to County: (1) to any preference, priority or allocation order duly issued by County, or (2) to unforeseeable causes beyond the control and without the fault or negligence of Contractor, including but not restricted to, acts of God, or of the public enemy, acts of County, acts of another contractor in the performance of a contract for County, fires, floods, strikes, freight embargoes and abnormal and unforeseeable weather; and (3) to any delays of sub-contractor occasioned by any of the causes specified in (1) and (2) of this Section.

15.0 Warranties:

15.1 Warranty of Ability to Perform: Contractor warrants that, to the best of its knowledge, there are no pending or threatened actions, proceedings, investigations, or any other legal or financial conditions, that would in any way prohibit, restrain, or diminish Contractor's ability to satisfy its obligations under the Agreement.

15.2 Warranty Against Defects in Workmanship: Contractor shall warrant its Services against defects in materials and workmanship for a minimum period of one (1) year from acceptance of the Services by County. Should any defects in materials or workmanship appear during the warranty period, Contractor shall replace the materials or equipment, or repair or re-do the service, immediately upon receipt of written notice from County, at no additional expense to County. Contractor shall warrant such replaced materials or equipment, or repaired or re-done Services, for a period of one (1) year after acceptance of such by County.

15.3 Warranty of Standard Care: In the performance of professional services, Contractor will use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. Contractor will use due care in performing its Services and will have due regard for acceptable professional standards and principles. Contractor's standard of care shall not be altered by the application, interpretation, or construction of any other provision of this Agreement. If any of the Services performed by Contractor do not comply with the foregoing warranties and County notifies Contractor of such, then Contractor shall (at its sole expense) promptly re-execute the nonconforming Services. All such re-performed Services shall be performed on a mutually agreed schedule. Contractor shall and does hereby assign to County the benefits of any of Contractor's subconsultant's or subcontractor's warranties. Such assignment shall not relieve Contractor of its warranty obligations for performance or standard of care to County under this Agreement.

15.4 Warranty of Title: Title to any work product furnished by Contractor under the Agreement shall pass to County to the extent of the payments made for such by County, or on the date that County accepts the completed Services of Contractor. When title passes to County in accordance with the Agreement, Contractor warrants that the work product furnished will be free and clear of all security interests, liens and encumbrances or claims of any party.

16.0 Public Records: Contractor will keep and maintain public records required by the County to perform the service. Upon request from the County's custodian of public records, Contractor will provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statues, or as otherwise provided by law. Contractor will ensure that the 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 term of the Agreement and following completion of the Agreement if Contractor does not transfer the records to the County. Upon completion of the Agreement, Contractor will transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by County to perform the service. If Contractor transfers all public records to County upon completion of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Agreement, Contractor shall meet all

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applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology system of the County. If Contractor does not comply with the County's request for public records, the County shall enforce the provisions of the Agreement in accordance with the terms of the Agreement and may cancel the Agreement.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT NANCY COLOGNA, CUSTODIAN OF PUBLIC RECORDS, AT 3600 W. SOVEREIGN PATH, LECANTO, FL 34461; EMAIL: NANCY.COLOGNA@CITRUSBOCC.COM; PHONE: (352)527-5235.

17.0 Insurance: During the term of the Agreement, Contractor, at its sole expense, shall provide insurance of such a type and with such terms and limits as noted below. Providing and maintaining adequate insurance coverage is a material obligation of Contractor. Contractor shall provide County a certificate(s) of insurance, evidencing such coverage.

17.1 Minimum Insurance Requirements: Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors. The coverage's, limits or endorsements required herein protect the primary interests of County, and these coverage's, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect Contractor against any loss exposures, whether as a result of the Project or otherwise. The requirements contained herein, as well as County's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under a contract.

17.2 Commercial General Liability: Contractor must obtain a general liability policy with minimum limits of $1,000,000 per occurrence and a $2,000,000 general aggregate.

17.3 Automobile Liability: Contractor must obtain coverage for all for Bodily Injury and Property Damage of not less than $1,000,000 combined single limit each accident. In the event Contractor does not own vehicles, Contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

17.4 Workers Compensation and Employer's Liability:

17.4.1 Contractor must obtain Workers Compensation insurance with limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act. Employer's Liability limits for not less than $100,000 each accident, $500,000 disease policy limit and $100,000 disease each employee must be included.

17.4.2 For any officer of a Contractor that has exempt status as an individual, the County requires proof of workers compensation insurance coverage for that contractor/employer/owner's employees. If the contractor/employer/owner or individual has applied for a workers compensation exemption, the County does not recognize this exemption to extend to the employees of the contractor/employer/owner.

17.4.3 The purpose of this section is to ensure that all contractors, subcontractors, sole proprietors, or business entities of any kind who contract with the County for provision of goods or services, provide workers compensation coverage for all employees, and principles of subcontractors, subcontractors, sole proprietors, or other business entities. All provisions of this Section shall be construed in accord with this intent.

17.5 Other Insurance Provisions:

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17.5.1 Contractor shall provide a Certificate of Insurance to County with a thirty (30) day notice of cancellation and/or changes in policy language, and ten (10) day notice if cancellation is for nonpayment of premium. The certificate shall indicate if coverage is provided under a "claims made" or "occurrence" form. If any coverage is provided under a claim made form the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

17.5.2 The project's Bid number shall be noted on the certificate. **ITB 21-052**

17.5.3 All required insurance policies must be maintained until the contract work has been accepted by County.

17.5.4 Citrus County, Florida, a political subdivision of the State of Florida, its officials, employees and volunteers are to be covered as an Additional Insured on all policies except Worker's Compensation. The coverage shall contain no special limitation on the scope of protection afforded to the County, its officials, employees or volunteers.

17.5.5 Contractor's insurance coverage shall be primary insurance as respects County, its officials, employees and volunteers. Any insurance or self-insurance maintained by County, its officials, employees or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

17.5.6 For all policies of insurance: Contractor and its insurance carrier waive all subrogation rights against County for all losses or damages that occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not. The County requires General Liability policies to be endorsed with CG 24 04 Waiver of Transfer of Rights of Recovery Against Others to Us or similar endorsement, and a WC 00 0313 Waiver of Our Right to Recover from Others for Workers Compensation coverage.

17.5.7 The Certificate Holder should read as follows: Citrus County, Florida, political subdivision of the State of Florida, 3600 W. Sovereign Path, Lecanto, FL 34461.

17.5.8 It is Contractor's responsibility to ensure that all subcontractors comply with these insurance requirements. Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each sub-contractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

17.5.9 All required insurance policies must be written with an insurance carrier having a minimum A.M. Best rating of A-.

17.5.10 All Certificates must show that the Contractor's policies have been endorsed per the requirements.

17.5.11 Once ALL paperwork is completed and received by the County, an email will be sent to Contractor requesting online registration with myCOI. It is critical that the County is provided with an accurate email address. The cost to register is $19.95 per year and a credit/debit card will be needed. Part of the registration process includes providing contact information for Contractor's insurance agent(s), which will be needed at the time of registration. Once registered, an email will be sent to the insurance agent(s) requesting them to upload a current Certificate of Insurance (COI) directly into the myCOI website. Certificates of Insurance cannot be mailed, emailed or faxed to County. Contractor will not be allowed to begin work and no payments will be made until registration is completed and a compliant Certificate of Insurance is received from Contractor's agent(s). This is a yearly requirement for the duration of the Agreement.

18.0 Indemnification: Contractor shall indemnify save and hold harmless County and Engineer, their officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of contractor and persons employed or utilized by Contractor, including any subcontractors, in the performance of the construction contract. Neither Contractor nor any of its agents will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of County or any of its officers, agents or employees. The parties agree that this clause shall not waive the benefits or provisions of Section 768.28, Florida Statutes, or any similar provision of law. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by County, any sums due

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Contractor under this Agreement may be retained by County until all of County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by County.

19.0 Change Orders: County may at any time, as the need arises, order changes within the scope of the services without invalidating the Agreement. If such changes result in an increase or decrease in the Contract Price, or in the time required for performance of the Services, an equitable adjustment shall be authorized by way of a Change Order. County also may at any time, by issuing a Field Order, make changes in the details of the Services. Contractor shall proceed with the performance of any changes in the Services so ordered by County unless Contractor believes that such Field Order entitles it to a change in Contract Price or Time, or both, in which event Contractor shall give County written notice thereof within fifteen (15) calendar days after the receipt of the ordered change, and Contractor shall not execute such changes pending the receipt of an executed Change Order or further instruction from County.

20.0 Termination of Agreement: Either party may terminate this Agreement by giving the other party thirty (30) days written notice. In the event of termination, County will be responsible for compensating Contractor only for those Services satisfactorily completed or partially completed up to the date of termination. Contractor shall not be entitled to compensation for loss of anticipated profit.

21.0 Licenses and Certifications: Contractor, or its sub-contractor(s), shall possess and maintain during the term of this Agreement any and all licenses required to perform the Services covered under this Agreement, as stipulated by the State of Florida and Citrus County Florida.

22.0 Payment and Performance Bonds:

22.1 Contractor shall be required to provide County with Payment and Performance Bonds, each in the amount of one hundred (100%) percent of Contractor's total Contract Price, as evidence of faithful performance of this Agreement. Upon execution of this Agreement, Contractor shall have ten (10) business days to provide the Payment and Performance Bonds to County, at which time Contractor's Bid Security shall be returned to Contractor. If the Payment and Performance Bonds are not delivered to County within the stipulated time frame, Contractor shall be considered in default of this Agreement, and County shall have the right to cancel the Agreement and utilize the proceeds from Contractor's Bid Security to pay for expenses incurred by County as a result of such default.

22.2 Contractor is responsible for recording the Payment and Performance Bonds in the official records of Citrus County. Contractor shall deliver a certified copy of the Bonds as recorded by the Clerk of Court.

22.3 The Bonds shall be in the form prescribed in Section 255.05 Florida Statutes. The rating of the surety company shall be rated A.M. Best's Rating of A-, VI or better. The surety company executing the Bonds must be authorized to transact business in the State of Florida. Attorney-in-Fact who signs the Bonds must file with each Bond a certified and effective date copy of their Power of Attorney. The Bonds must show the name, address and phone number of Contractor, Surety Company and County. Furthermore, the Bonds must indicate the Bid Number, a general description of the project, and the address of the Project Site.

22.4 Should there be an increase in Contractor's total Price by more than ten percent (10%), Contractor shall be required to amend the value of the Payment and Performance Bonds accordingly. Contractor is responsible for recording the amended Bonds in the public records of Citrus County. Contractor shall deliver a certified copy of the amended Bonds, as recorded by the Clerk of Court.

23.0 Additional Terms and Conditions:

23.1 Advertising: Subject to Chapter 119, Florida Statutes, Contractor shall not publicly disseminate any information concerning the Agreement without prior written approval from County, including, but not limited to mentioning the Agreement in a press release or other promotional material, identifying County as a reference, or otherwise linking Contractor's name and either a description of the Agreement or the name of County in any material published, either in print or electronically, to any entity that is not a party to the Agreement.

23.2 Assignment: Neither County nor Contractor shall sell, assign or transfer any of its rights, duties or obligations under the Agreement without the prior written consent of the other Party. In the event of any assignment, Contractor remains secondarily liable for performance of the Agreement, unless County expressly waives such secondary liability.

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23.3 Bankruptcy or Insolvency: Contractor shall promptly notify County in writing of the filing of any voluntary or involuntary petition for bankruptcy and/or of any insolvency of Contractor or any of its subcontractors who are involved in the provision of the Services under this Agreement.

23.4 Contingency Allowance: Contractor agrees that a contingency allowance, if any, is for the sole use of County to cover anticipated/unanticipated costs. Contractor shall not proceed on any additional work to be covered by contingencies until authorized in writing by the County.

23.5 Compliance with Laws: Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Local, State and Federal agencies having jurisdiction and authority. These laws, shall include, but not be limited to, Chapter 287 of the Florida Statutes, the Uniform Commercial Code, the Immigration and Nationalization Act, the Americans with Disabilities Act, the United States Occupational Safety and Health Act, the United States Environmental Protection Agency, the State of Florida Department of Environmental Protection, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, sexual orientation, gender identity or expression or veteran's status. Violation of such laws shall be grounds for termination of the Agreement.

23.6 Conflict of Interest: Contractor covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner of degree with the performance of the Services covered under this Agreement. Furthermore, Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Contractor any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor, and its subcontractors at any tier, certify that they have not entered into any contract, sub-contract, or arrangement in connection with the Project covered under this Agreement, or of any property included or planned to be included in the Project, in which any member, officer, of employee of Contractor or its subcontractors, during its tenure, or for two years thereafter, has any interest, direct or indirect. Contractor, and its subcontractors at any tier, shall insert the following provision into each of their contracts and sub-contracts:

> *"No member, officer, or employee of the sub-contractor, during their tenure or for two years thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof."*

23.7 Correction of Services: Contractor shall promptly remove from the premises all Services rejected by County for failure to comply with the Contract Documents, whether incorporated into the Project or not, and Contractor shall promptly replace and re-execute the Services in accordance with the Contract Documents, without additional expense to County, and shall bear the expense of making good all Services of other contractor's work destroyed or damaged by such removal or replacement. All removal and replacement of Services shall be done at Contractor's expense. If Contractor does not take action to remove such rejected Services within ten (10) calendar days after receipt of written notice from County, County may remove such Services on their own and store the materials at the expense of Contractor.

23.8 County and State Funds: If sufficient funding is not available for Contractor to complete the Services, County reserves the right to modify the terms and conditions of the Agreement to change the Scope of Services to reduce the cost to match any available funding. If such modifications to the Scope of Services are not feasible, or if funding has been totally exhausted prior to Contractor's completion of its Services, the Agreement shall be terminated on terms reasonably acceptable to both parties. Additionally, in accordance with Section 216.347, Florida Statutes, and as provided herein, Contractor may not expend any County funds for the purpose of lobbying the legislature, or local, state or federal agencies.

23.9 Debarment: Contractor certifies to the best of their knowledge and belief, that they and their principals 1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Municipal, County, State or Federal department or agency, 2) have not, within a three-year period preceding execution of this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property, 3) are not presently

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indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above, 4) have not within a three-year period preceding execution of this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default, and 5) will advise County immediately if their status changes and will provide an explanation for the change in status.

23.10 Direct Purchase: County may purchase materials, equipment and supplies directly from the Contractor's supplier instead of through Contract, forgoing the payment of sales and use taxes.

23.11 Discriminatory Vendor: Contractor certifies that they are not subject to Section 287.134 (2)(a) which specifies that an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity, and may not transact business with public entity.

23.12 Disposal of Wastes: Contractor shall handle any waste materials generated in the performance of the Services in full compliance with all laws, regulations, and requirements of all governmental authorities and those of County. Contractor shall use only disposal facilities which have proper permits and are in full compliance with all Laws. Contractor agrees that County has the right to reject, for any reason, Contractor's use of any particular disposal facility.

23.13 Dispute Resolution: For any dispute concerning performance of the Agreement, which includes without limitation controversies based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission, County shall attempt to reach a mutual agreement as to the settlement and resolution of the dispute with Contractor. Should a mutual agreement not be reached, County shall render a decision and reduce such to writing and serve a copy on Contractor. The decision shall be final and conclusive.

23.14 Documentation: All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived there from, will be considered works made for hire and will become the property of County upon expiration or termination of the Agreement without restriction or limitation on their use. Upon delivery to County of said document(s), County will become the custodian thereof in accordance with Chapter 119, Florida Statutes. Contractor will not copyright any material and products or patent any invention developed under this Agreement. Copies of these documents are not to be sold or distributed to third parties without the written consent of County.

23.15 Drug Free Workplace: Contractor certifies that it has in place a Drug-Free Workplace Program in accordance with the Drug-Free Workplace Act of 1988 (41 U.S.C. 702-706).

23.16 Employees, Sub-Contractors and Agents: All Contractor employees, Sub-Contractors, and agents performing any of the Services under the Agreement shall be properly trained to meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of certification or other proof of qualification. All employees, Sub-Contractors, and agents of Contractor must comply with all security and administrative requirements of County. County may conduct, and Contractor shall cooperate in, a security background check or otherwise assess any employee, Sub-Contractor, and agent of Contractor. County may refuse access to, or require replacement of, any of Contractor's employee, Sub-Contractor and agent for cause, including, but not limited to, technical or training qualifications, quality of services, change in security status, or non-compliance with County's security or other requirements. Such refusal shall not relieve Contractor of its obligation to perform all Services in compliance with the Agreement. County may reject and bar from any facility for cause any of Contractor's employees, Sub-Contractors, or agents. County shall have the right to review and approve any Sub-Contractor used by Contractor. Contractor shall be fully responsible to County for the acts and omissions of its Sub-Contractors, and persons directly or indirectly employed by them. It is Contractor's responsibility to ensure that their Sub-Contractors are properly licensed to do business in the State of Florida and Citrus County, as required by law.

23.17 Environmental Issues: All notifications regarding environmental issues or requirements shall be sent immediately to County's Contact Person. Unless directed otherwise by County, Contractor is not to contact any local, state or federal governmental agencies concerning environmental issues involving the Project Site.

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23.18 Equal Employment Opportunity: Contractor shall not discriminate on the basis of race, color, sex, age, national origin, religion, and disability or handicap in accordance with the Provisions of: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000 et seq.), Title VII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), Florida Civil Rights Act of 1992 (§ 760.10 et seq.), Title 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375, Title 49 CFR 23 and Title 49 CFR 26 for Disadvantaged Business Enterprises, Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.), Title 49 CFR 21 and Title 49 CFR 23, Nondiscrimination on the basis of handicap, Title 49 CFR 27, Americans with Disabilities Act of 1990 (42 U.S.C. 12102, et. seq.), Federal Fair Labor Standards Act (29 U.S.C. § 201, et seq.), and any other Federal and State discrimination statutes. Contractor shall furnish pertinent information regarding its employment policies and practices as well as those of their proposed Sub-Contractors as the State of Florida Department of Transportation, the Secretary of Labor, or County may require. The above shall be required of any Sub-Contractor hired by Contractor. All Equal Employment Opportunity requirements shall be included in all non-exempt sub-contracts entered into by Contractor. Sub-contracts entered into by Contractor shall also include all other applicable labor provisions. No sub-contract shall be awarded to any non-complying Sub-Contractor. Additionally, Contractor shall insert in its sub-contracts a clause requiring Sub-Contractors to include these provisions in any lower tier sub-contracts that may in turn be made. Contractor shall comply with all state laws and local ordinances, except that any preferential consideration of local in-state Sub-Contractors is NOT allowed.

23.19 E-Verification System: Contractor shall comply with the Executive order No. 12989 as amended, and Executive Order No. 11-116, and agrees to utilize the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of: (1) all persons employed by Contractor during the contract term to perform any duties within Florida, and; (2) all persons, including Sub-Contractors, assigned by Contractor to perform work pursuant to this Contract. Contractors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.

23.20 Force Majeure Event: Neither party shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control, and not a result of the fault or negligence of, the affected party (a "Force Majeure Event"). If a party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such party shall immediately provide notice to the other party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), act of God (excluding normal or seasonal weather conditions), war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes and severe floods.

23.21 Governing Law and Venue: The Agreement shall be governed in accordance with the laws of the State of Florida. In the event of litigation with respect to the obligation of the parties to the Agreement, the jurisdiction and venue of such action shall be an appropriate State Court in Citrus County, Florida.

23.22 Governmental Restrictions: If Contractor believes that any governmental restrictions have been imposed that require alteration of the materials used, the quality, workmanship or performance of the Services offered under the Agreement, Contractor shall immediately notify County in writing, indicating the specific restriction. County reserves the right and the complete discretion to accept any such alteration or to cancel the Agreement at no further expense to County.

23.23 Immigration and Nationality Act: Contractor shall comply with all immigration laws as outlined in 8 USC § 1324a - Unlawful employment of aliens. County will not intentionally award County contracts to any Contractor who knowingly employs unauthorized Alien workers. Any violation of the employment provisions outlined in the Immigration and Nationality Act throughout the term of any Agreement with County may result in immediate termination of the Agreement. County will consider the employment of unauthorized aliens a violation of Section 274A (e) of the Immigration and Nationality Act. Such violation will be cause for unilateral cancellation of the Agreement, by County, if Contractor knowingly employs unauthorized aliens.

23.24 Inspection, Performance, Supervision: County reserves the right to inspect the Services provided by Contractor, whether partially or fully completed, at any time, as deemed appropriate by County for the purpose of ensuring Contractor's performance under the Agreement. Such inspections performed by County, shall not

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be construed as a final approval of Contractor's Service, and shall not relieve Contractor from its obligations under the Agreement. County reserves the right to inspect, at any reasonable time with prior notice, Contractor's facilities to assess conformity of the provision of the Services with the Agreement requirements. County reserves the right to investigate or inspect, at any time, whether the provision of the Services complies with the Agreement requirements. Contractor shall at all times during the Agreement term remain responsive and responsible. Contractor must be prepared, if requested by County, to present evidence of experience, ability, and financial standing, as well as a statement as to capacity of Contractor for the performance of the provision of the Services covered under the Agreement. This paragraph shall not mean or imply that it is obligatory upon County to make an investigation either before or after award of the Agreement, but should County elect to do so, Contractor is not relieved from fulfilling all Agreement requirements. Contractor shall supervise and direct the performance of its Services and shall be solely responsible for the means, methods, techniques, sequences, and safety of construction. Contractor will employ and maintain at the Project Site a qualified supervisor or superintendent who shall have been designated in writing by Contractor as Contractor's representative at the Project Site. The supervisor or superintendent shall have full authority to act on behalf of Contractor and all communications given to the supervisor or superintendent shall be as binding as if given directly to Contractor. The supervisor or superintendent shall be present on the Project Site at all times as required to perform adequate supervision and coordination of Contractor's Services.

23.25 Lawful Claims and Demands: Should any outstanding claims by Sub-Contractors or suppliers incurred in the performance of the Services materialize after County has made Payment to Contractor, Contractor will indemnify and save County harmless from such claims. Acceptance by Contractor of payment shall be and shall operate as a release to County of all claims and all liabilities to Contractor, other than claims in stated amounts as may be specifically excepted by Contractor for things done or furnished in connection with the provision of the Services, and for every act and neglect of County and others relating to or arising out of the provision of the Services covered under this Agreement. Any payment, whether final or otherwise, shall not release Contractor or his sureties from any obligations under the Agreement.

23.26 Lobbying: Contractor shall not, in connection with the Agreement, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any County officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any County officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, Services, employment, or contracts of any kind.

23.27 Materials, Services, and Facilities: It is understood that, except as otherwise specifically stated in the Contract Documents, Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Services within the specified time.

23.28 Non-Collusion: Contractor agrees that neither it, nor any of its officers, partners, agents or employees have entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of a free competitive solicitation in connection with this Agreement, and that Contractor intends to do the work with its own bonafide employees or Sub-Contractors and has not provided a response for the benefit of another contractor. Furthermore, Contractor certifies that its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to submitting a Bid on any public contract.

23.29 Patent and Copyright Responsibility: Any material, design or supplied specified by Contractor or supplied by Contractor pursuant to this Agreement shall not knowingly infringe any patent or copyright, and Contractor shall be solely responsible for securing any necessary licenses required for patented or copyrighted material utilized by Contractor in the performance of the services.

23.30 Project Site Conditions: Contractor shall be deemed to have examined the Project Site, if applicable and to have secured full knowledge of all conditions under which the Services are to be executed and completed.

23.31 Protection of Persons: Contractor will be responsible for the safety of its employees and the employees of its Sub-Contractors, during the provision of the Services. Contractor will be responsible for

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initiating, maintaining and supervising all safety programs in connection with the provision of the Services in accordance with applicable safety standards and regulations, as promulgated by the United States Occupational Safety and Health Act. Contractor shall report promptly to County any accident or unusual occurrence during performance of the Services, including personal injury or death to any Contractor employee, Sub-Contractor employee or any member of the public, or any damage to any of County's property, the Project Site, or adjacent property.

23.32 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 contractor, supplier, Sub-Contractor, 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 s. 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

23.33 Relationship: Contractor is an independent Contractor to County in the provision of the Services under this Agreement and is not an employee, agent, joint-venture, or partner of County.

23.34 Risk of Loss: Until the Services have been accepted by County, risk of loss or damage to any materials, equipment, supplies or work product, whether partially or fully completed, that are associated with the Services shall remain with Contractor.

23.35 Schedules, Reports and Records: Contractor shall submit to County cost schedules, progress schedules, estimates, records, reports, and any other data, as related to the provision of the Services covered under the Agreement. Furthermore, County reserves the right to inspect and audit Contractor's books and records relating to the Agreement, when deemed appropriate by County. All schedules, reports and records of Contractor, as they relate to the Agreement, shall be retained by Contractor for a period of three (3) years from the date of final payment under the Agreement.

23.36 Scrutinized Companies: Contractor certifies that it is not listed on (a) the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statues, or is engaged in a boycott of Israel; (b) the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or (c) is engaged in business operations in Cuba or Syria. Contractor further understands and accepts that any contract issued as a result of this Bid shall be subject to Section 287.135, Florida Statutes, and subject to immediate termination by County in the event there is any misrepresentation or false certification on the part of Contractor.

23.37 Security and Confidentiality: Contractor shall comply fully with all security procedures of County in the performance of the Agreement. Contractor shall not divulge to third parties any information obtained by Contractor or its agents, distributors, resellers, Sub-Contractors, officers or employees in the course of the provision of the Services without the written consent of County. However, Contractor shall be permitted to release information to third parties if such information is publicly available through no fault of Contractor, information that Contractor developed independently without relying on County's information, or information that is otherwise obtainable under State and Federal law as a public record. To ensure confidentiality, Contractor shall take appropriate measures as to its personnel, agents, and Sub-Contractors. The warranties of this paragraph shall survive the Agreement.

23.38 Severability: If a court deems any provision of the Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

23.39 Survival: All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

23.40 Taxes: Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by Contractor in accordance with the laws and regulations of the State of Florida which are applicable to the provision of the Services under the Agreement. County will not pay for any personal property taxes levied on Contractor or for any taxes levied on Contractor's employees' wages. County is a political subdivision of the State of Florida and holds a State of Florida Sales Tax Exemption Certificate (No. 85-8012621778C-1). All

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purchases made by County directly from a dealer, distributor or manufacturer for materials, equipment or supplies ("direct purchase") instead of through Contractor are exempt from sales, consumer, use and other similar taxes.

23.41 Waiver: The delay or failure by County to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of County'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 by County.

23.42 Workforce Labor: County believes that the hiring of workforce labor by contractors to whom County awards contracts should, to the maximum extent, be citizens within its boundaries that are unemployed or seeking work for the first time. To that extent, County has agreed to notify Career Source CLM of all awards involving construction and other types of services. Career Source CLM is a local business-led organization that plans and coordinates quality employment and training services for businesses and individual career seekers in Citrus County. Contractor will be contacted by Career Source CLM, to discuss hiring through its staff and services. Contractor's participation with Career Source CLM is not required as a condition of this Agreement, but rather an opportunity for greater support for the community of Citrus County and Contractor in hiring assistance.

24.0 Gopher Tortoise Relocation: If necessary, it shall be the Contractors responsibility to obtain and comply with a Standard Gopher Tortoise Relocation Permit from the Florida Fish and Wildlife Conservation Commission, pursuant to Rules 68A-9.002, 68A-25.002 and 68A-27.004, F.A.C.

25.0 Authority: Each person signing the Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

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IN WITNESS WHEREOF, this Agreement is accepted by the parties as of the date noted below.

PAVE-RITE, INC

Signature of Witness (1)

Kim Jackson
Printed Name of Witness (1)

Deneen D. Ritter
Signature of Witness (2)

Deneen D. Ritter
Printed Name of Witness (2)

BY: _____, V.P.
JEFFREY KORSTICK, VICE PRESIDENT

STATE OF Florida

COUNTY OF Citrus

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this _____ day of April 23rd, 2021, by Jeffrey S Korstick as Vice President who is ☒ personally known to me or ☐ who produced _____ as identification.

Witness my hand and official seal this 23rd day of April, 2021.

Official use only

NOTARY PUBLIC Signature
Printed Name: Jason Smith
Commission No.: GG 308916
Expiration Date: 3/6/23

SEAL

JASON SMITH
Notary Public - State of Florida
Commission # GG 308916
My Comm. Expires Mar 6, 2023
Bonded through National Notary Assn.

CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ATTEST:

ANGELA VICK, CLERK

BY: _____
SCOTT CARNAHAN, CHAIRMAN

DATE: _____

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EXHIBIT "A"

SPECIAL PROVISIONS

FOR ESSEX AVENUE, STEVEN STREET, AND SCENIC WAY WATER MAIN PROJECT

(U2000-01, U2017-07, & U2015-04)

1.1 INTENT OF SPECIAL PROVISIONS

The Special Provisions of these specifications are intended as modifications or supplements to information for bidders; general conditions; or technical specifications, with the intent that any provisions of this section shall govern.

1.2 CONSTRUCTION STAKEOUT

Control construction layout will be the responsibility of the Contractor.

1.3 TESTING

Contractor will designate an independent testing laboratory to be used for the testing of materials, to be used in the project and are responsible for the costs incurred by that laboratory.

The frequency of tests to be performed by the testing laboratory and requirements to be met for various items of work are as detailed in the Citrus County Land Development Code. A summary of testing follows; however, the Contractor is cautioned that the requirements of the Land Development Code govern.

Embankment, pipe backfill, and subgrade Field density as specified*

On each layer placed at not more than 500-foot intervals for roadways and not more than 300-foot intervals for pipe backfill (each side of pipe) not less than one test per layer placed.

*Field density shall be 98% of the maximum density as determined by AASHTO T180.

Backfill compaction for sanitary sewer and water mains under the roadbed and pavements shall be 98% of the maximum density as determined by AASHTO T180. Backfill for pipes in other areas shall be in accordance with Florida Department of Transportation (FDOT) Standard Specifications Section 125-8.3.

The frequency of pipe backfills - field density tests to be performed by the testing laboratory and requirements are as follows: One for each layer placed with tests taken at not more than 300-foot intervals and at least one test between every manhole or cleanout. There shall be at least one test per layer placed.

The Contractor shall furnish to the Project Engineer results of the density tests, a certificate of compliance for the pressure test, satisfactory bacteriological tests from two consecutive days following water system disinfection, simultaneously with requests for payment for pipe installed.

1.4 INSPECTIONS

Construction inspections shall periodically be conducted by the Project Engineer or an authorized representative. Contractor shall complete each specific item of work listed below which pertains to the project and notify the Project Engineer or his representative at least 24 hours in advance of a request for inspection. The Contractors project superintendent shall be present at all inspections and upon request by the inspector furnish construction equipment to aid in the inspection.

The following are mandatory inspections, which shall be conducted when the item of work applies to the subject project.

1. Pressure Tests – before mains are covered and during the water main pressure test.

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2. Sod, Seed and Mulch - After final dressing and prior to grassing operations. After completion of work.

1. Semi-final Inspection - When all construction is completed. Contractor, Inspector, and Project Engineer shall prepare a punch list at this time.

2. County Inspection - When punch list items are completed. Contractor, Inspector, Project Engineer, and County Engineer shall conduct an inspection. Any corrections found necessary as a result of this inspection shall be rectified immediately.

5. Final Inspection - Final inspection will be conducted following corrections made for the County inspection.

All inspections shall be requested, conducted, and approved by the Project Engineer or his representative prior to approval of the payment request for the item of work.

1.5 SAFETY

Contractor shall take care to strictly observe all applicable Occupational Safety and Health Administration (OSHA), State, Local or other Federal Standards with respect to the safety of persons during construction. In addition, Contractor shall be solely and completely responsible for safety at the job site.

1.6 COUNTY TESTING/INSPECTION

County reserves the right to enter upon the project at any time for purposes of inspection of the work to obtain samples of materials for testing by its laboratory.

The results of any such inspections or testing will be discussed with the Project Engineer if necessary. County forces will not intercede between the Contractor and the Project Engineer.

In case of a dispute between the Contractor and the Project Engineer regarding the quality of the construction or interpretation of the Land Development Code, the matter shall be referred to the County Engineer for resolution and the decision of the County Engineer shall be binding on both parties.

1.7 LEGAL REQUIREMENTS

Contractor's attention is directed to the safety regulations promulgated by the State of Florida, Department of Commerce and to the provisions of Chapter 403, Florida Statutes, regarding control of air and water pollution as well as the Rules and Regulations, particularly that section of Chapter 17-5 of those Rules and Regulations pertaining to open burning in land clearing operations.

Contractor shall be responsible for obtaining all permits and obeying all Federal, State, County and City laws, by-laws, ordinances, resolutions, and regulations, which pertain to his work.

1.8 TRAFFIC MAINTENANCE

1. Maintenance of traffic shall be pursuant to FDOT Standards Specifications for Roadway and Bridge Construction, dated 2010, Section 102.

2. Contractor shall provide a Traffic Control Plan to the Citrus County Public Works Department for County review and approval.

3. Contractor shall exercise extreme care in the conduct of the Work to protect health and safety of the workers and the public. Contractor shall provide all protective measures and devices necessary, in conformance with applicable local, state and federal regulations regarding their need and use. Protective measures shall include but are not limited to barricades, warning lights/flashers and safety ropes.

1.9 GRASSING

Contractor will be required to re-grass with sod, as required, all disturbed areas.

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The quantity of sod shown on the Bid Form is Linear Foot (LF) and based on the total linear footage of the project.

Contractor will estimate the required amount of sod based on the area they expect to disturb during construction. The amount will not be increased or decreased unless the length of pipeline is increased or decreased.

The type of sod shall match the existing type of sod currently in place but generally will be Bahia and on any slopes steeper than 4 to 1 shall be staked or anchored by some similar manner.

1.10 EROSION CONTROL

Contractor shall put into place erosion control measures as indicated on the plans prior to commencing construction involving clearing or excavation. Existing inlets and culverts must be protected against the transport of sediments into them. Wetlands, Cypress heads and drainage retention areas shall be protected by silt screens as shown on the plans. Once construction is complete, or activities cease for more than seven (7) days the Contractor shall be responsible for stabilizing the site using seed and mulch or sod. Erosion control shall be bid as a Lump Sum.

1.11 NPDES PERMITTING AND COMPLIANCE

It is the intent of the contract documents that the Contractor shall be the applicant and responsible authority for all NPDES permitting associated with the project. Prior to the commencement of construction, Contractor shall prepare and submit a *Notice of Intent (NOI)* form with the necessary permit fee to the National Pollutant Discharge Elimination System (NPDES) Stormwater Notices Center, in accordance with Section 403.0885, Florida Statutes, (F.S.) and Rule 62-621.300(4), F.A.C. In addition, Contractor shall prepare and be familiar with the *Stormwater Pollution Prevention Plan (SWPPP)* for this project. Copies of the NOI form and the SWPPP, signed by the Contractor, shall be provided to the Owner prior to commencement of construction. Should the erosion control methods change, and new or additional Contractors be added to the project the Contractor shall be responsible for amending the SWPPP and having new Contractors sign the SWPPP. Copies of the amended SWPPP shall be attached to the original SWPPP, a copy provided to the Owner, and another copy kept on site.

In addition, during construction the Contractor shall have on staff a person qualified to perform monitoring, inspections and prepare inspection reports in conformance with the above statute and rule. This shall include weekly inspections and/or inspections within 24 hours of a rain event of 0.50 inches or larger and completion of the NPDES inspection form (copy included at the end of the SWPPP). The qualified person shall prepare the necessary inspection reports, copies of which shall be kept on-site and included with and be a requirement for approval of the Contractor's application for payment for the period covered. At the conclusion of construction and prior to approval of final payment, Contractor shall complete the *Notice of Termination (NOT) and* include a copy of that document and the acknowledgement letter from the NPDES Stormwater Notices Center, along with the final payment application for the project.

Preparation of these documents and performance of the monitoring, inspections and preparation of inspection reports is considered to be included in the Contractor's bid price, whether specifically called out on the bid form or not.

1.12 EXISTING UTILITIES

Existing utility poles, boxes and underground cables will need to be supported where construction passes under or close to said utilities. Contractor shall coordinate with the Owners of the existing utilities to provide support where and when required. The cost of supporting other utilities is considered in the unit costs of roadway construction.

The location of existing utilities, as shown on the plans, are approximate and as provided by utility companies. Actual field locations have not been verified. Contractor is responsible for field location of existing utilities, prior to commencing construction.

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The relocation of any underground cables and boxes that may be shown on the plans will be coordinated with the appropriate utility by the Contractor.

1.13 TEST RESULTS

Contractor shall furnish to the engineer one copy of all test results, as they are prepared during the course of construction. The contractor shall furnish to the engineer after construction is complete three complete copies of all test results for submittal to the County.

1.14 CONTRACTORS ASBUILTS

Contractor is reminded to comply with Section 1, item 17, of the Technical Specifications. The required information will include location, depth and configuration of installed water mains at fittings and valves. This information shall be provided to the Project Engineer as certified as-builts prepared by a surveyor licensed in the State of Florida. Contractor will be responsible to provide a method for the surveyor to get as-built shots on the existing main at a minimum every 500 feet and at fittings and valves.

The as-built drawings are to be based on the permitted construction drawings revised to reflect any substantial deviations made during construction. Copies of the CAD file will be supplied by the Engineer of Record for the surveyor's use. Both the original design and constructed condition must be clearly shown. The plans need to be clearly labeled as "as-built" or "record" drawings that clearly highlight (such as through "red lines" or "clouds") any substantial deviations made during construction. As required by law, all surveyed dimensions and elevations required shall be verified and signed, dated, and sealed by an appropriate registered professional. The following information, at a minimum, shall be verified on the as-built drawings, and supplemental documents if needed:

a. Discharge structures - Locations, dimensions, and elevations of all, including weirs, orifices, gates, pumps, pipes, and oil and grease skimmers; and
b. Water and sewer mains - The required information will include location from EOP or ROW, depth of main related to ground surface, and configuration of installed water mains at fittings, valves and connection points; and
c. Detention/Retention Area(s) – Identification number, size in acres, side slopes (h:v), dimensions, elevations, contours, or cross-sections of all, sufficient to determine stage-storage relationships of the storage area and the permanent pool depth and volume below the control elevation for normally wet systems; and
d. System grading - dimensions, elevations, contours, final grades, or cross-sections to determine contributing drainage areas, flow directions, and conveyance of runoff to the system discharge point(s); and
e. Conveyance - dimensions, elevations, contours, final grades, or cross-sections of systems utilized to divert off-site runoff around or through the new system; and
f. Benchmark(s) - location and description (minimum of one per major water control structure); and
g. Datum- All elevations should be referenced to a vertical datum clearly identified on the plans, preferably the same datum used in the permit plans.

1.15 UNSUITABLE MATERIAL

Should unsuitable material be encountered the Contractor shall remove the unsuitable material to a depth of one (1) foot below the proposed bottom of the water main and replace with clean fill. Unsuitable material removed shall be the property of the Contractor and promptly removed from the site. The cost to remove and replace unsuitable material is considered to be incidental to the project and shall be included in the pipe installation line item and includes all cost associated with removal and installation, including spreading, shaping, compacting, and testing. Any costs associated with removal of unsuitable material, including rock, along with the replacement with suitable fill material should be included in the unit price for pipe installation.

1.16 GOPHER TORTOISE SURVEY AND RELOCATION

A gopher tortoise survey was originally conducted by the County's representative (Michael G. Czerwinski, P.A., Environmental Consultants March 26, 2020 and revealed the presence of six (6) potentially occupied gopher tortoise burrows (POB) within 25' of construction activities. An

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updated gopher tortoise burrow survey will be required to verify the population and permitting requirements in advance of construction activities, and to apply for and obtain an off-site 10 or fewer burrow relocation permit.

Contractor shall furnish all labor, materials, equipment, and services necessary to conduct an updated gopher tortoise burrow survey within the limits of (and within up to 25' of) all anticipated and proposed construction activities including staging areas or vehicle movement areas within the project area. A licensed Authorized Gopher Tortoise Agent, in accordance with the Contract Documents and FFWCC Gopher Tortoise Permitting Guidelines (hereafter Guidelines) shall conduct the update survey, as well as all tortoise relocation activities. The burrow survey shall be conducted within a period of 90 days prior to relocation in accordance with the Guidelines. Contractor shall use the burrow survey results to apply for and obtain a 10 or fewer burrow off-site relocation permit from the FFWCC. Any additional update surveys will be the responsibility of the Contractor.

Contractor shall furnish all labor, materials, equipment, and services necessary to capture gopher tortoises from all Potentially Occupied Burrows (inactive and active) burrows inside of or within 25' of the limits of construction. This item includes but is not limited to excavating, bucket trapping or using other suitable methods that the AGTA is permitted for within those area limits. This item also includes but is not limited to conducting and completing FFWCC Health Assessment Data sheets, protecting captured tortoises, providing suitable holding containers, transporting, and delivering the tortoises to the approved recipient site listed on the permit and paying associated recipient site acceptance fees. Contractor or his representative (AGTA) will complete an after-action report and submit to the FFWCC and County.

1.17 DIRECTIONAL DRILL

The directional drill locations shown on the plans are for the purpose of illustrating where in the engineer's opinion directional drill should be used as opposed to open cut. These areas include street crossings and wetland crossings. However, Contractor has the option to use directional drill in other locations if they desire at no additional cost to the County.

Lengths of direction drill shown on the bid form are based on lengths of 10 times the inside diameter of the proposed pipe or 10 feet from the edge of pavement to the end of directional drill, whichever is greater. Should the Contractor think they will require additional lengths of direction drill, these amounts should be included in the overall open cut pipe installation price as this is the length noted in publications and considered to be an adequate length to make the connection.

1.18 JACK AND BORE

The jack and bore crossing shown on the plans is for the crossing of State Road 44. This requires the installation of 24" steel casing with a minimum of 36" cover between the top of the casing and the subbase of the roadway. In accordance with the Florida Department of Transportation (FDOT), contractor shall prepare a contingency plan and dewatering plan prior to the start of construction. These plans will include the emergency on call MOT/TTC contractor and an emergency asphalt contractor to restore the roadway in the event of damage to the roadway. In addition, a performance bond is required for bores over 8" in diameter. FDOT personnel shall be present for all FDOT underground roadway crossings.

1.19 DRIVEWAY REPLACEMENT

All driveways to be replaced in kind if crossed by open cut. Compacted to 98% of its maximum laboratory modified dry density per ASTM D1557. Asphalt driveways shall be replaced from the edge of pavement to the back of the cut. Concrete driveways shall be replaced from the edge of pavement to the first joint past the trench or Right-of-way, whichever comes first.

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EXHIBIT "B"

BID FORM
SCHEDULE of VALUES

Bids Received On or Before April 6, 2021 @ 2:00 PM

ITB 21-052
Essex Avenue, Steven Street, and Scenic Way Water Main Projects

	Description	UNIT	EST. QTY.	Pave-Rite, Inc UNIT PRICE	Pave-Rite, Inc EXTENDED PRICE
1	2" PVC WATER MAIN (INCLD. FITTINGS)	LF	40	$9.41	$376.40
2	6" PVC WATER MAIN (INCLD. FITTINGS)	LF	1,665	$20.12	$33,499.80
3	12" PVC WATER MAIN (INCLD. FITTINGS)	LF	5,671	$44.77	$253,890.67
4	16" DUCTILE IRON WATER MAIN (INCLD. FITTINGS)	LF	1,850	$84.51	$156,343.50
5	12" DUCTILE IRON PIPE FOR JACK AND BORE	LF	112	$96.47	$10,804.64
6	JACK AND BORE W/ 24" STEEL CASING	LF	112	$578.96	$64,843.52
7	8" HDPE DIRECTIONAL DRILL	LF	75	$108.89	$8,166.75
8	10" HDPE DIRECTIONAL DRILL	LF	40	$152.78	$6,111.20
9	14" HDPE DIRECTIONAL DRILL	LF	555	$95.92	$53,235.60
10	18" HDPE DIRECTIONAL DRILL	LF	317	$181.73	$57,608.41
11	6" GATE VALVE	EA	14	$1,014.96	$14,209.44
12	8" GATE VALVE	EA	1	$1,488.54	$1,488.54
13	12" GATE VALVE	EA	12	$2,477.40	$29,728.80
14	16" GATE VALVE	EA	3	$5,680.80	$17,042.40
15	DRIVEWAYS - RESTORATION - CONCRETE	EA	23	$1,752.18	$40,300.14
16	DRIVEWAYS - RESTORATION - ASPHALT	EA	2	$4,571.81	$9,143.62
17	AIR RELEASE VALVE	EA	14	$2,541.52	$35,581.28
18	FIRE HYDRANT ASSEMBLY	EA	8	$6,074.56	$48,596.48
19	BLOW OFF ASSEMBLY	EA	5	$792.62	$3,963.10

Attachment: ITB 21-052 AGENDA 5-11-21 (12802 : ITB 21-052 Essex Ave, Steven St, & Scenic Way Water Main Ext; Pave Rite, Inc.)

20	BACTERIOLOGICAL SAMPLE POINTS	EA	14	$370.83	$5,191.62
21	SINGLE SERVICES	EA	24	$921.19	$22,108.56
22	DOUBLE SERVICES	EA	32	$1,732.03	$55,424.96
23	SOD - RESTORATION	LF	8,726	$2.66	$23,211.16
24	CONNECT TO EXISTING WATER MAIN	LS	10	$1,958.84	$19,588.40
25	TESTING	LS	1	$10,949.65	$10,949.65
26	CONSTRUCTION STAKEOUT	LS	1	$8,615.60	$8,615.60
27	CERTIFIED ASBUILTS	LS	1	$5,950.00	$5,950.00
28	MOBILIZATION/ DEMOBILIZATION	LS	1	$23,383.65	$23,383.65
29	NPDES PERMITTING	LS	1	$731.99	$731.99
30	MAINTENANCE OF TRAFFIC	LS	1	$7,796.17	$7,796.17
31	GOPHER TORTOISE SURVEY/ PERMIT	LS	1	$1,190.00	$1,190.00
32	GOPHER TORTOISE RELOCATION	EA	6	$2,737.00	$16,422.00
33	CONTINGENCY	LS	1	$100,000.00	$100,000.00
34	PERFORMANCE / PAYMENT BOND	LS	1	$11,242.44	$11,242.44
		BID TOTAL		$1,156,740.49	

Attachment: ITB 21-052 AGENDA 5-11-21 (12802 : ITB 21-052 Essex Ave, Steven St, & Scenic Way Water Main Ext; Pave Rite, Inc.)

Citrus County Board of County Commissioners
Budget Transfer Form

April 20, 2021	451	Water Conn Fees
Date	**Fund Number**	**Fund Title**

Dept/Office/Division: Citrus County Utilities

Department Number	Account Number	From Amount	To Amount	Account Title
9600	60080	266,741		Capital Reserves
9600	56300		266,741	Improvements o/t Buildings

Detailed Reason for Transfer:

CIP Projects U2000-01 Water Main Ext (Steven); U2017-07 Essex to Atlantic; U2015-04 Scenic Way/Curlew; were bid together and the bid came in over the allocated budget. This budget transfer along with the $ 890k budgeted, will cover the lowest bid received.

Division Approval: Christina Malmberg Digitally signed by Christina Malmberg DN: C=US, E=christina.malmberg@citrusbocc.com, CN=Christina Malmberg Date: 2021.04.20 15:51:09-04'00' Date:

Department/Office Approval: Ken Cheek Digitally signed by Ken Cheek Date: 2021.04.20 17:00:42 -04'00' Date:

Management & Budget Approval: Date: 4.22.20

Board Approval:

Attachment: Budget Transfer for Steven-Essex-Scenic 5-11-21 Board Mtg (12802 : ITB 21-052 Essex Ave, Steven St, & Scenic Way Water Main

AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	ITB 21-044 Mowing Water Wastewater Facilities & Lift Stations; AB5 Enterprises
AGENDA DATE:	**May 11, 2021**

BRIEF OVERVIEW:

On February 7, 2021, staff issued an Invitation to Bid ITB 21-044 Mowing Water Wastewater Facilities & Lift Stations to provide routine mowing, edging, trimming and clean-up services at multiple water wastewater and lift stations within the County in which seven (7) bids were received.

Staff desires to award ITB 21-044 Mowing Water Wastewater Facilities & Lift Stations to AB5 Enterprises as the lowest and most responsive bidder.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance*
9000-53454	Contract serv	$25,000	$7,054	$12,946	$5,000

*available balance prior to award

RECOMMENDED ACTION:

Approve and authorize the Chairman to execute the Agreement between Citrus County, Florida and AB5 Enterprises to provide routine mowing, edging, trimming and clean-up service at the County's water, wastewater and lift station sites.

PROCUREMENT AUTHORIZATION FORM

FOR PURCHASES IN EXCESS OF $ 25,000

Only complete the sections that apply and leave the rest blank. The last two pages are only if requesting an RFP/RFI/RFQ. Once completed in Docusign, send to requested staff that electronic signature is required.

(USE THE TAB KEY TO MOVE BETWEEN FIELDS)

NAME OF PROJECT: Contract Mowing Citrus County Water/Wastewater Facilities and Lift stations.
(Two lines maximum)

DEPARTMENT / DIVISION: Water Resources/Utilities

ACCOUNT NUMBER: 9000
(Four lines maximum)

BUDGET AMOUNT: $20,000.00

FINANCING REQUIRED: YES [ ] NO [X] **GRANT FUNDED:** YES [ ] NO [X]

DESCRIPTION OF COMMODITY / SERVICE / PROJECT AND JUSTIFICATION FOR EXPENDITURE:

Provide mowing, edging, trimming and clean up services at multiple facilities through out the County.

REQUESTOR (SIGNATURE)	DocuSigned by: Ron Kurtz 205CDEEE901D427...	**DATE**	1/5/2021 | 4:02:40 PM EST
REQUESTOR (PRINT NAME)	Ron Kurtz	**DATE**	1/5/2021 | 4:02:40 PM EST
DIVISION DIRECTOR	DocuSigned by: Gary Loggins 2395B218E7B046D...	**DATE**	1/6/2021 | 8:17:54 AM EST
DEPARTMENT DIRECTOR	DocuSigned by: Ken Clark 551AF3D140DC4F6...	**DATE**	1/6/2021 | 9:11:08 AM EST
MANAGEMENT & BUDGET DIRECTOR	DocuSigned by: Colleen Scott 2F545E3B682A4A7...	**DATE**	1/6/2021 | 1:17:39 PM EST

Attachment: ITB 21-044 AGENDA 5-11-21 (12773 : ITB 21-044 Mowing Water Wastewater Facilities & Lift Stations; AB5 Enterprises)

Citrus County Board of County Commissioners ITB 21-044 : ITB 21-044 Mowing at Water Wastewater Thursday March 11, 2021 @ 2:00pm	Amazing National 31338 Satinleaf Run Brooksville, FL 34602		AARON BLAKE-AB5 11226 Southwind GIBSONTON, FL		Monk`s Mowing & Tree 28 NE 525th Ave Old Town, FL 32680		Gamco Properties Iii, P.O. Box 1628 Inverness, FL 34451		Lawns Today, LLC 6804 75th Ave e Palmetto, FL 34221		DBi Services LLC 100 North Conahan Hazleton, PA 18201		MWM Lawn and PO Box 1913 Lecanto , FL 34460	
NORTH LOCATIONS	Sub Total	$610.00	Sub Total	$390.00	Sub Total	$955.00	Sub Total	$458.00	Sub Total	$653.00	Sub Total	$505.00	Sub Total	$468.0
SOUTH LOCATIONS	Sub Total	$590.00	Sub Total	$310.00	Sub Total	$750.00	Sub Total	$405.00	Sub Total	$577.00	Sub Total	$355.00	Sub Total	$528.0
TOTAL ALL LOCATIONS PER MOW	Total	$1,200.00	Total	$700.00	Total	$1,705.00	Total	$863.00	Total	$1,230.00	Total	$860.00	Total	$996.0

Attachment: ITB 21-044 AGENDA 5-11-21 (12773 : ITB 21-044 Mowing Water Wastewater Facilities & Lift

Board of County Commissioners
DEPARTMENT OF WATER RESOURCES
Utilities Division
3600 W Sovereign Path Suit 291
Lecanto, Florida 34461-9014
Telephone: (352) 527-7650 Fax: (352) 527-7644
Citrus Springs/Dunnellon/Inglis/Yankeetown area - Toll Free (352) 489-2120
TTY Telephone: (352) 527-5312
www.bocc.citrus.fl.us

MEMORANDUM

To: Linda Morse, Purchasing Manager, Department of Management & Budget

Thru: Gary Loggins, Director of Operation, Utilities Division

From: Ron Kurtz, Plant Manager, Utilities Division

Date: March 29, 2021

RE: **ITB 21-044 Mowing Water Wastewater Facilities and Lift Stations Contract Award**

Utilities Division has reviewed the bids received on March 11th, 2021 for ITB 21-044 Mowing Water Wastewater Facilities and Lift Stations. Based on our review, we are recommending that the contract be awarded to Aaron Blake AB 5 Ent. who were the lowest responsive bidder to perform the work outlined in the bid for Citrus County Utilities Division.

Thank you in advance for your consideration.

F:/shared/WRD/Utilities/MEMOS/2021/ITB 21-044 Mowing Water/Wastewater Facilities and Lift Stations

Attachment: ITB 21-044 AGENDA 5-11-21 (12773 : ITB 21-044 Mowing Water Wastewater Facilities & Lift Stations; AB5 Enterprises)

CERTIFICATE OF LIABILITY INSURANCE

DATE (M 04/09/2021

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
Hiscox Inc.
520 Madison Avenue
32nd Floor
New York, NY 10022

CONTACT NAME:
PHONE (A/C, No, Ext): (888) 202-3007 **FAX (A/C, No):**
E-MAIL ADDRESS: contact@hiscox.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Hiscox Insurance Company Inc	10200
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Aaron Blake DBA AB5 Enterprises
11226 Southwind Lake Drive
Gibsonton FL 33534

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY 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: X POLICY PRO-JECT LOC OTHER:	Y	Y	UDC-4141887-CGL-21	04/26/2021	04/26/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ S/T Gen. Agg.
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Citrus County Florida is an additional insured. The Hiscox General Liability Policy is Primary and endorsed with a Waiver of Subrogation, subject to the policy's terms and conditions.

CERTIFICATE HOLDER
Citrus County Florida
3600 West Sobereign Path, Ste 266
LeCanto, FL 34461

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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Attachment: ITB 21-044 AGENDA 5-11-21 (12773 : ITB 21-044 Mowing Water Wastewater Facilities & Lift Stations; AB5 Enterprises)

National General
Auto, Home & Health Insurance
PO Box 3199 • Winston Salem, NC 27102-3199

INSURED:
Aaron Blake
AB5 ENTERPRISES
1126 Southwind Drive
Gibsonton, FL 33534

CITRUS COUNTY FLORIDA
3600 WEST SOVEREIGN PATH
SUITE 266
LECANTO, FL 34461

POLICY NUMBER: **2011839225**
POLICY EFF DATE: **04/05/2021**
POLICY EXP DATE: **04/05/2022**
UNDERWRITING COMPANY:
Integon Preferred Insurance Company
Date: **04/07/2021**

CERTIFICATE OF INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER.

THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY BELOW.

This is to certify that the policy of insurance shown above has been issued to the insured named above for the policy perio indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which thi certificate may be issued or may pertain. The insurance afforded by the policy described herein is subject to all the terms exclusions and conditions of such policy. Limits shown may have been reduced by paid claims.

CERTIFICATE HOLDER	EFFECTIVE DATE: 04/07/2021
Type: Waiver of Subrogation	
Name: Citrus County Florida	

Type of Insurance	Limits of Liability Provided	
Auto Liability: Scheduled Auto	$1,000,000 Combined Single Limit	Property Damage Included

Cancellation:
Should the above described policy be cancelled before the expiration date thereof, we will mail written notice of cancellation that complies with state statutes to the certificate holder named above, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Cathy Powell
Authorized Representative

04/07/2021
Issue Date

Attachment: ITB 21-044 AGENDA 5-11-21 (12773 : ITB 21-044 Mowing Water Wastewater Facilities & Lift Stations; AB5 Enterprises)

Scanned with CamS

National General
Auto, Home & Health Insurance
PO Box 3199 ● Winston Salem, NC 27102-3199

INSURED:
Aaron Blake
AB5 ENTERPRISES
1126 Southwind Drive
Gibsonton, FL 33534

CITRUS COUNTY FLORIDA
3600 WEST SOVEREIGN PATH
SUITE 266
LECANTO, FL 34461

POLICY NUMBER: **2011839225**
POLICY EFF DATE: **04/05/2021**
POLICY EXP DATE: **04/05/2022**
UNDERWRITING COMPANY:
Integon Preferred Insurance Company
Date: **04/19/2021**

CERTIFICATE OF INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER.

THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY BELOW.

This is to certify that the policy of insurance shown above has 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 policy described herein is subject to all the terms, exclusions and conditions of such policy. Limits shown may have been reduced by paid claims.

CERTIFICATE HOLDER	**EFFECTIVE DATE: 04/19/2021**
Type: Additional Insured	
Name: Citrus County Florida	

Type of Insurance	**Limits of Liability Provided**	
Auto Liability: Scheduled Auto	**$1,000,000 Combined Single Limit**	**Property Damage Included**

Cancellation:
Should the above described policy be cancelled before the expiration date thereof, we will mail written notice of cancellation that complies with state statutes to the certificate holder named above, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Cathy Powell
Authorized Representative

04/19/2021
Issue Date

Attachment: ITB 21-044 AGENDA 5-11-21 (12773 : ITB 21-044 Mowing Water Wastewater Facilities & Lift Stations; AB5 Enterprises)

CERTIFICATE OF LIABILITY INSURANCE

DATE (
04/12/2021

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	CONTACT NAME: Michele Story	
CoverHound Insurance Solutions 5655 Lindero Canyon Rd, Suite 420 Westlake Village, CA 91362	PHONE (A/C, No, Ext): (855) 465-8080	FAX (A/C, No):
	E-MAIL ADDRESS: michele@coverhound.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : AmTrust	39071
INSURED	INSURER B :	
AB5 Enterprises 11226 Southwind Lake Drive, Gibsonton, FL 33534	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY 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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	TWC3973937	04/12/2021	04/12/2022	☒ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000.00
							E.L. DISEASE - EA EMPLOYEE	$1,000,000.00
							E.L. DISEASE - POLICY LIMIT	$1,000,000.00

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

Citrus County Florida as a Certificate Holder.

CERTIFICATE HOLDER

Citrus County Florida
3600 W Sovereign Path Ste 266
Lecanto Fl 34461

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

Michele Story

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Attachment: ITB 21-044 AGENDA 5-11-21 (12773 : ITB 21-044 Mowing Water Wastewater Facilities & Lift Stations; AB5 Enterprises)

National General Insurance Company

AMB #: 003366 **NAIC #: 23728** **FEIN #: 430890050**

Mailing Address
P.O. Box 3199
Winston-Salem, North Carolina 27102United States
Web: www.nationalgeneral.com
Phone: 336-435-2000
Fax: 336-435-2022
AM Best Rating Unit: AMB #: 000008 - Allstate Insurance Group
Based on AM Best's analysis, 058312 - The Allstate Corporation is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A+ (Superior)
Affiliation Code:	r (Reinsured)
Outlook (or Implication):	Stable
Action:	Upgraded
Effective Date:	February 26, 2021
Initial Rating Date:	June 30, 1973

Long-Term Issuer Credit View Definition

Rating (Rating Category):	aa (Superior)
Outlook (or Implication):	Stable
Action:	Upgraded
Effective Date:	February 26, 2021
Initial Rating Date:	May 10, 2005

Hiscox Insurance Company Inc.

AMB #: 003030 **NAIC #: 10200** **FEIN #: 986000550**

Administrative Office
520 Madison Avenue 32nd Floor
New York, New York 10022United States
Web: www.hiscox.com
Phone: 646-452-2353
Fax: 212-922-9652
AM Best Rating Unit: AMB #: 051951 - Hiscox Ltd
Based on AM Best's analysis, 051951 - Hiscox Ltd is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A (Excellent)
Affiliation Code:	g (Group)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	December 04, 2020
Initial Rating Date:	June 30, 1958

Long-Term Issuer Credit View Definition

Rating (Rating Category):	a+ (Excellent)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	December 04, 2020
Initial Rating Date:	June 26, 2007

Attachment: ITB 21-044 AGENDA 5-11-21 (12773 : ITB 21-044 Mowing Water Wastewater Facilities & Lift Stations; AB5 Enterprises)

AmTrust Insurance Company

AMB #: 004778 **NAIC #: 15954** **FEIN #: 751413993**

Mailing Address
P.O. Box 650771
Dallas, Texas 75265-0771United States
Web: www.amtrustfinancial.com
Phone: 800-777-2249
Fax: 214-360-8097
AM Best Rating Unit: AMB #: 018533 - AmTrust Group

Based on AM Best's analysis, 044385 - Evergreen Parent, L.P. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A- (Excellent)
Affiliation Code:	r (Reinsured)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	August 27, 2020
Initial Rating Date:	June 30, 1972

Long-Term Issuer Credit View Definition

Rating (Rating Category):	a- (Excellent)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	August 27, 2020
Initial Rating Date:	April 28, 2006

Attachment: ITB 21-044 AGENDA 5-11-21 (12773 : ITB 21-044 Mowing Water Wastewater Facilities & Lift Stations; AB5 Enterprises)

SERVICES AGREEMENT

This Services Agreement is entered into by the parties this _____ day of _____, 2021.

1.0 Parties:

Citrus County, Florida, a political subdivision of the State of Florida, (County).

and

AB5 Enterprises, (Contractor).

2.0 Designated Contact Person as to County:	**3.0 Designated Contact Person as to Contractor:**
Gary Loggins, Director Utilities Operations 3600 W. Sovereign Path Lecanto, Florida 34461 Phone: 352-527-7650 Fax: 352-527-7644 Email: Gary.loggins@citrusbocc.com	Aaron Blake, President AB5 Enterprises 1226 Southwind Lake Drive Gibsonton, Florida 33534 Phone: 813-847-9563 Fax: None Email: ab5enterprises@aol.com

4.0 Notices: All notices between County and Contractor, as required under the Agreement, shall be by telephone, facsimile, e-mail, mail, or by personal delivery to the respective designated contact person identified above. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

5.0 Entire Agreement: This Agreement, and its associated Documents referenced herein, together with any executed Addenda, shall constitute the entire Agreement between Contractor and County (hereinafter referred to as the "Agreement"). In resolving conflicts, errors, discrepancies, and disputes concerning the scope of Services or other rights or obligations of the parties, precedence shall be given in the following order (1) a fully executed Addendum to this Agreement (later executed Addenda taking precedence over earlier dated Addenda), (2) provisions of this Agreement, (3) provisions of the Invitation to Bid, (4) provisions of Contractor's Bid, (5) provisions of the Purchase Order, and (6) provisions contained in any governmental regulation incorporated herein by reference. There are no understandings or agreements except as herein expressly stated.

6.0 Agreement Documents:

1. Exhibit "A" - Scope of Services
2. Exhibit "B" – Bid Form

7.0 Terms of Agreement and Commencement of Services: The duration of the Agreement shall be for a period of three (3) years from the date that the Parties have executed the Agreement, with an option to renew for one (1) additional three (3) year period. The renewal option will be conditioned upon satisfactory performance by Contactor and will be subject to availability of funds.

Attachment: ITB 21-044 AGENDA 5-11-21 (12773 : ITB 21-044 Mowing Water Wastewater Facilities & Lift Stations; AB5 Enterprises)

8.0 Modification of Agreement: The Agreement may only be modified or amended upon mutual written agreement of County and Contractor. No oral agreements or representations shall be valid or binding upon County or Contractor. No alteration or modification of the Agreement terms, including substitution of product, shall be valid or binding against County. Contractor may not unilaterally modify the terms of the Agreement by affixing additional terms by incorporating such terms onto Contractor's documents forwarded by Contractor to County for payment. County's acceptance of product or processing of documentation on forms furnished by Contractor to County for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

9.0 Services Provided by Contractor: The Services to be provided by Contractor are summarized in Exhibit "A", attached to this Agreement. If County identifies any additional Services to be provided by Contractor that are not covered under the original Agreement, such additional services shall be made a part of this Agreement by a written Addendum.

10.0 Compensation to Contractor: Compensation to be paid to Contractor for the provision of the Services agreed to herein shall be per the unit pricing noted in Exhibit "B", attached to this Agreement.

11.0 Payment of Payment Requests:

11.1 Payment Requests: Requests for payment for the provision of the Services provided under the Agreement shall be submitted no more frequently than once per month, unless stipulated differently in the Agreement. At a minimum, the payment requests shall include the Purchase Order Number, a description of the Services provided, and the amount of the payment request. All requests for payment shall be submitted in sufficient detail to demonstrate compliance with the terms of the Agreement and to allow for the proper pre-audit and post-audit thereof. Requests for payment that include travel expenses shall be in accordance with Section 112.061, Florida Statutes. County reserves the right to require any information from Contractor that County deems necessary to substantiate claims for remuneration. Upon receipt of Contractor's payment request, County will review such to ensure that it is in proper order, and that the Services covered under the payment request have been completed in accordance with this Agreement. If it is found that the payment request is not in proper order, or the Services covered under the payment request do not satisfy this Agreement, the payment request may be rejected.

11.2 Prompt Payment: County shall make payment of a payment request in accordance with Chapter 218, Part VII of the Florida Statutes "Local Government Prompt Payment Act" from the date which a payment request in proper order is recorded as received by County, for Services completed to the satisfaction of County.

11.3 Form of Request: If the payment request is not received in proper order, County may reject the payment request within ten (10) business days after the date on which the payment request is recorded as received by County. County shall provide Contractor with a written notification of the rejection specifying the deficiency and corrective measures necessary to make the payment request proper. Upon receipt of a payment request that corrects the deficiency, County shall make payment in accordance with Chapter 218, Part VII of the Florida Statutes "Local Government Prompt Payment Act".

11.4 Resolution of Payment Request Disputes: In the event of a dispute between Contractor and County concerning the full or partial payment of a payment request, such disagreement shall be finally determined by County. If the dispute between Contractor and County involves a portion of a payment request, the undisputed portion shall be paid by County in a timely manner, as long as the payment request for the undisputed portion is in proper order. Proceedings to resolve the dispute will be commenced within forty-five (45) business days after the date the payment request in dispute was recorded as being received by County and will be concluded by final decision of County within sixty (60) business days after the date on which the payment request was recorded as being received by County. Such procedures do not constitute an administrative proceeding that prohibits a court from deciding de novo any action arising out of the dispute.

11.5 Purchase Order: Although an Agreement will be executed by County and Contractor for the Services being purchased by County, a purchase order will also be issued to Contractor for the purpose

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of facilitating payment to Contractor. Except under an "emergency request", Contractor shall not provide any Services to County until Contractor has received a purchase order from County. Contractor shall be permitted to accept an order to provide Services under an emergency purchase without a purchase order; however such request from County must be transmitted to the Contractor via facsimile or e-mail. The written transmission order must be submitted with any payment request submitted by the Contractor for such emergency requests.

11.6 Payments to Subcontractors: When Contractor receives from County any payment for Services covered under the Agreement, Contractor must pay such moneys received to each subcontractor or supplier in proportion to the percentage of the Services completed by each subcontractor or supplier within ten (10) business days after Contractor's receipt of the payment. If Contractor receives less than full payment, then Contractor shall be required to disburse only the funds received on a pro rata basis to its subcontractors and suppliers, each receiving a prorated portion based on the amount due on the payment. If a subcontractor receives payment from Contractor for labor, services or materials furnished by subcontractors or suppliers hired by the subcontractor, the subcontractor must remit payment due to those subcontractors or suppliers within seven (7) business days after the subcontractor's receipt of payment from Contractor.

11.7 ACH Enrollment: All Contractors will be required to complete an "Authorization Agreement for ACH Credits Enrollment Form". Payments will be deposited directly into Contractor's bank account. This means there is no need to wait for the check to come in the mail, and eliminates the possibility of a lost check. The Clerk's Accounts Payable Department will provide confirmation via email when payments are transmitted, ensuring immediate notification.

12.0 Warranties:

12.1 Warranty of Ability to Perform: Contractor warrants that, to the best of its knowledge, there are no pending or threatened actions, proceedings, investigations, or any other legal or financial conditions, that would in any way prohibit, restrain, or diminish Contractor's ability to satisfy its obligations under the Agreement.

12.2 Warranty Against Defects in Workmanship: Contractor shall warrant its Services against defects in materials and workmanship for a minimum period of one (1) year from acceptance of the Services by County. Should any defects in materials or workmanship appear during the warranty period, Contractor shall replace the materials or equipment, or repair or re-do the service, immediately upon receipt of written notice from County, at no additional expense to County. Contractor shall warrant such replaced materials or equipment, or repaired or re-done Services, for a period of one (1) year after acceptance of such by County.

12.3 Warranty of Standard Care: In the performance of professional services, Contractor will use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. Contractor will use due care in performing its Services and will have due regard for acceptable professional standards and principles. Contractor's standard of care shall not be altered by the application, interpretation, or construction of any other provision of this Agreement. If any of the Services performed by Contractor do not comply with the foregoing warranties and County notifies Contractor of such, then Contractor shall (at its sole expense) promptly re-execute the nonconforming Services. All such re-performed Services shall be performed on a mutually agreed schedule. Contractor shall and does hereby assign to County the benefits of any of Contractor's subconsultant's or subcontractor's warranties. Such assignment shall not relieve Contractor of its warranty obligations for performance or standard of care to County under this Agreement.

12.4 Warranty of Title: Title to any work product furnished by Contractor under the Agreement shall pass to County to the extent of the payments made for such by County, or on the date that County accepts the completed Services of Contractor. When title passes to County in accordance with the Agreement, Contractor warrants that the work product furnished will be free and clear of all security interests, liens and encumbrances or claims of any party.

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13.0 Public Records: Contractor will keep and maintain public records required by the County to perform the service. Upon request from the County's custodian of public records, Contractor will provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statues, or as otherwise provided by law. Contractor will ensure that the 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 term of the Agreement and following completion of the Agreement if Contractor does not transfer the records to the County. Upon completion of the Agreement, Contractor will transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by County to perform the service. If Contractor transfers all public records to County upon completion of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology system of the County. If Contractor does not comply with the County's request for public records, the County shall enforce the provisions of the Agreement in accordance with the terms of the Agreement and may cancel the Agreement.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT NANCY COLOGNA, CUSTODIAN OF PUBLIC RECORDS, AT 3600 W. SOVEREIGN PATH, LECANTO, FL 34461; EMAIL: NANCY.COLOGNA@CITRUSBOCC.COM; PHONE: (352)527-5235.

14.0 Insurance: During the term of the Agreement, Contractor, at its sole expense, shall provide insurance of such a type and with such terms and limits as noted below. Providing and maintaining adequate insurance coverage is a material obligation of Contractor. Contractor shall provide County a certificate(s) of insurance, evidencing such coverage.

14.1 Minimum Insurance Requirements: Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors. The coverage's, limits or endorsements required herein protect the primary interests of County, and these coverage's, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect Contractor against any loss exposures, whether as a result of the Project or otherwise. The requirements contained herein, as well as County's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under a contract.

14.2 Commercial General Liability: Contractor must obtain an occurrence form policy for limits not less than $1,000,000 each occurrence, $1,000,000 products / completed operations each occurrence, $1,000,000 personal and advertising injury liability, $50,000 fire damage liability and $5,000 medical expense.

14.3 Automobile Liability: Contractor must obtain coverage for all for Bodily Injury and Property Damage of not less than $1,000,000 combined single limit each accident. In the event Contractor does not own vehicles, Contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

14.4 Workers Compensation and Employer's Liability:

14.4.1 Contractor must obtain Workers Compensation insurance with limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act. Employer's Liability limits for not less than $100,000 each accident, $500,000 disease policy limit and $100,000 disease each employee must be included.

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14.4.2 For any officer of a Contractor that has exempt status as an individual, the County requires proof of workers compensation insurance coverage for that contractor/employer/owner's employees. If the contractor/employer/owner or individual has applied for a workers compensation exemption, the County does not recognize this exemption to extend to the employees of the contractor/employer/owner.

14.4.3 The purpose of this section is to ensure that all contractors, subcontractors, sole proprietors, or business entities of any kind who contract with the County for provision of goods or services, provide workers compensation coverage for all employees, and principles of subcontractors, subcontractors, sole proprietors, or other business entities. All provisions of this Section shall be construed in accord with this intent.

14.5 Other Insurance Provisions:

14.5.1 Contractor shall provide a Certificate of Insurance to County with a thirty (30) day notice of cancellation and/or changes in policy language, and ten (10) day notice if cancellation is for nonpayment of premium. The certificate shall indicate if coverage is provided under a "claims made" or "occurrence" form. If any coverage is provided under a claims made form the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

14.5.2 The project's proposal number shall be noted on the certificate. **ITB 21-044**

14.5.3 All required insurance policies must be maintained until the contract work has been accepted by County.

14.5.4 Citrus County, Florida, a political subdivision of the State of Florida, its officials, employees and volunteers are to be covered as an Additional Insured on all policies except Worker's Compensation. The coverage shall contain no special limitation on the scope of protection afforded to the County, its officials, employees or volunteers.

14.5.5 Contractor's insurance coverage shall be primary insurance as respects County, its officials, employees and volunteers. Any insurance or self-insurance maintained by County, its officials, employees or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

14.5.6 For all policies of insurance: Contractor and its insurance carrier waive all subrogation rights against County for all losses or damages that occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not. The County requires General Liability policies to be endorsed with CG 24 04 Waiver of Transfer of Rights of Recovery Against Others to Us or similar endorsement, and a WC 00 0313 Waiver of Our Right to Recover from Others for Workers Compensation coverage.

14.5.7 The Certificate Holder should read as follows: Citrus County, Florida, political subdivision of the State of Florida, 3600 W. Sovereign Path, Lecanto, FL 34461.

14.5.8 It is Contractor's responsibility to insure that all subcontractors comply with these insurance requirements. Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each sub-contractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

14.5.9 All required insurance policies must be written with an insurance carrier having a minimum A.M. Best rating of A-.

14.5.10 All Certificates must show that the Contractor's policies have been endorsed per the requirements.

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14.5.11 Once ALL paperwork is completed and received by the County, an email will be sent to Contractor requesting online registration with myCOI. It is critical that the County is provided with an accurate email address. The cost to register is $19.95 per year and a credit/debit card will be needed. Part of the registration process includes providing contact information for Contractor's insurance agent(s), which will be needed at the time of registration. Once registered, an email will be sent to the insurance agent(s) requesting them to upload a current Certificate of Insurance (COI) directly into the myCOI website. Certificates of Insurance cannot be mailed, emailed or faxed to County. Contractor will not be allowed to begin work and no payments will be made until registration is completed and a compliant Certificate of Insurance is received from Contractor's agent(s). This is a yearly requirement for the duration of the Agreement.

15.0 Indemnification: Contractor shall indemnify, save and hold harmless the County and all its officers, agents or employees from all causes of action, claims, demands, losses, liabilities and expenditures of any nature whatsoever, including defense costs and fees, caused by intentional or negligent acts of, or omissions of Contractor, its subcontractors, agents or employees or accruing, resulting from, or related to the subject matter of this Agreement including without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. Neither Contractor, nor any of its agents will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the County or any of its officers, agents or employees. In the event any lawsuit or other proceeding is brought against County by reason of any such claim, cause of action or demand, Contractor shall, upon written notice from County, resist and defend such lawsuit or proceeding by counsel satisfactory to County or, at County's option, pay for an attorney selected by County to defend County. This indemnification includes attorney's fees and all costs of litigation including appellate attorney's fees and costs as well as any judgments. The parties agree that this clause shall not waive the benefits or provisions of section 768.28, Florida Statutes, or any similar provision of law. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the County, any sums due Contractor under this Agreement may be retained by County until all of the County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by County.

16.0 Change Orders: County may at any time, as the need arises, order changes within the scope of the services without invalidating the Agreement. If such changes result in an increase or decrease in the Contract Price, or in the time required for performance of the Services, an equitable adjustment shall be authorized by way of a Change Order. County also may at any time, by issuing a Field Order, make changes in the details of the Services. Contractor shall proceed with the performance of any changes in the Services so ordered by County unless Contractor believes that such Field Order entitles it to a change in Contract Price or Time, or both, in which event Contractor shall give County written notice thereof within fifteen (15) calendar days after the receipt of the ordered change, and Contractor shall not execute such changes pending the receipt of an executed Change Order or further instruction from County.

17.0 Termination of Agreement: Either party may terminate this Agreement by giving the other party thirty (30) days written notice. In the event of termination, County will be responsible for compensating Contractor only for those Services satisfactorily completed or partially completed up to the date of termination. Contractor shall not be entitled to compensation for loss of anticipated profit.

18.0 Licenses and Certifications: Contractor, or its sub-contractor(s), shall possess and maintain during the term of this Agreement any and all licenses required to perform the Services covered under this Agreement, as stipulated by the State of Florida and Citrus County Florida.

19.0 Additional Terms and Conditions:

19.1 Advertising: Subject to Chapter 119, Florida Statutes, Contractor shall not publicly disseminate any information concerning the Agreement without prior written approval from County, including, but not limited to mentioning the Agreement in a press release or other promotional material, identifying County as a reference, or otherwise linking Contractor's name and either a description of the Agreement or the name of County in any material published, either in print or electronically, to any entity that is not a party to the Agreement.

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19.2 Assignment: Neither County nor Contractor shall sell, assign or transfer any of its rights, duties or obligations under the Agreement without the prior written consent of the other Party. In the event of any assignment, Contractor remains secondarily liable for performance of the Agreement, unless County expressly waives such secondary liability.

19.3 Bankruptcy or Insolvency: Contractor shall promptly notify County in writing of the filing of any voluntary or involuntary petition for bankruptcy and/or of any insolvency of Contractor or any of its subcontractors who are involved in the provision of the Services under this Agreement.

19.4 Compliance with Laws: Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Local, State and Federal agencies having jurisdiction and authority. These laws, shall include, but not be limited to, Chapter 287 of the Florida Statutes, the Uniform Commercial Code, the Immigration and Nationalization Act, the Americans with Disabilities Act, the United States Occupational Safety and Health Act, the United States Environmental Protection Agency, the State of Florida Department of Environmental Protection, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, sexual orientation, gender identity or expression or veteran's status. Violation of such laws shall be grounds for termination of the Agreement.

19.5 Conflict of Interest: Contractor covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner of degree with the performance of the Services covered under this Agreement. Furthermore, Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Contractor any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor, and its subcontractors at any tier, certify that they have not entered into any contract, sub-contract, or arrangement in connection with the Project covered under this Agreement, or of any property included or planned to be included in the Project, in which any member, officer, of employee of Contractor or its subcontractors, during its tenure, or for two years thereafter, has any interest, direct or indirect. Contractor, and its subcontractors at any tier, shall insert the following provision into each of their contracts and sub-contracts:

> *"No member, officer, or employee of the sub-contractor, during their tenure or for two years thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof."*

19.6 Cooperative Purchasing: If applicable, pursuant to Contractor's own governing laws, and subject to agreement of Contractor, other government entities may be permitted to make purchases at the terms and conditions contained herein. Non-County purchases are independent of the Agreement between County and Contractor, and County shall not be a party to any transaction between Contractor and any other government entity. Another government entity may attach additional contractual and technical terms and conditions to this Agreement. These "special conditions" shall take precedence over the terms and conditions in this Agreement unless the conflicting term in this Agreement is statutorily required, in which case the term contained in this Agreement shall take precedence.

19.7 Correction of Services: Contractor shall promptly remove from the premises all Services rejected by County for failure to comply with the Contract Documents, whether incorporated into the Project or not, and Contractor shall promptly replace and re-execute the Services in accordance with the Contract Documents, without additional expense to County, and shall bear the expense of making good all Services of other contractor's work destroyed or damaged by such removal or replacement. All removal and replacement of Services shall be done at Contractor's expense. If Contractor does not take action to remove such rejected Services within ten (10) calendar days after receipt of written notice from County, County may remove such Services on their own and store the materials at the expense of Contractor.

19.8 County Funds: If sufficient funding is not available for Contractor to complete the Services, County reserves the right to modify the terms and conditions of the Agreement to change the Scope of

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Services to reduce the cost to match any available funding. If such modifications to the Scope of Services are not feasible, or if funding has been totally exhausted prior to Contractor's completion of its Services, the Agreement shall be terminated on terms reasonably acceptable to both parties. Additionally, in accordance with Section 216.347, Florida Statutes, and as provided herein, Contractor may not expend any County funds for the purpose of lobbying the legislature, or local, state or federal agencies.

19.9 Debarment: Contractor certifies to the best of their knowledge and belief, that they and their principals 1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Municipal, County, State or Federal department or agency, 2) have not, within a three-year period preceding execution of this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property, 3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above, 4) have not within a three-year period preceding execution of this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default, and 5) will advise County immediately if their status changes and will provide an explanation for the change in status.

19.10 Discriminatory Vendor: Contractor certifies that they are not subject to Section 287.134 (2)(a) which specifies that an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity, and may not transact business with public entity.

19.11 Disposal of Wastes: Contractor shall handle any waste materials generated in the performance of the Services in full compliance with all laws, regulations, and requirements of all governmental authorities and those of County. Contractor shall use only disposal facilities which have proper permits and are in full compliance with all Laws. Contractor agrees that County has the right to reject, for any reason, Contractor's use of any particular disposal facility.

19.12 Dispute Resolution: For any dispute concerning performance of the Agreement, which includes without limitation controversies based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission, County shall attempt to reach a mutual agreement as to the settlement and resolution of the dispute with Contractor. Should a mutual agreement not be reached, County shall render a decision and reduce such to writing and serve a copy on Contractor. The decision shall be final and conclusive.

19.13 Documentation: All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived there from, will be considered works made for hire and will become the property of County upon expiration or termination of the Agreement without restriction or limitation on their use. Upon delivery to County of said document(s), County will become the custodian thereof in accordance with Chapter 119, Florida Statutes. Contractor will not copyright any material and products or patent any invention developed under this Agreement. Copies of these documents are not to be sold or distributed to third parties without the written consent of County.

19.14 Drug Free Workplace: Contractor certifies that it has in place a Drug-Free Workplace Program in accordance with the Drug-Free Workplace Act of 1988 (41 U.S.C. 702-706).

19.15 Employees, Subcontractors and Agents: All Contractor employees, subcontractors, and agents performing any of the Services under the Agreement shall be properly trained to meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of certification or other proof of qualification. All employees, subcontractors, and agents of Contractor must comply with

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all security and administrative requirements of County. County may conduct, and Contractor shall cooperate in, a security background check or otherwise assess any employee, sub-contractor, and agent of Contractor. County may refuse access to, or require replacement of, any of Contractor's employee, subcontractor and agent for cause, including, but not limited to, technical or training qualifications, quality of services, change in security status, or non-compliance with County's security or other requirements. Such refusal shall not relieve Contractor of its obligation to perform all Services in compliance with the Agreement. County may reject and bar from any facility for cause any of Contractor's employees, subcontractors, or agents. County shall have the right to review and approve any sub-contractor used by Contractor. Contractor shall be fully responsible to County for the acts and omissions of its subcontractors, and persons directly or indirectly employed by them. It is Contractor's responsibility to ensure that their subcontractors are properly licensed to do business in the State of Florida and Citrus County, as required by law.

19.16 Environmental Issues: All notifications regarding environmental issues or requirements shall be sent immediately to County's Contact Person. Unless directed otherwise by County, Contractor is not to contact any local, state or federal governmental agencies concerning environmental issues involving the Project Site.

19.17 Equal Employment Opportunity: Contractor shall not discriminate on the basis of race, color, sex, age, national origin, religion, and disability or handicap in accordance with the Provisions of: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000 et seq.), Title VII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), Florida Civil Rights Act of 1992 (§ 760.10 et seq.), Title 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375, Title 49 CFR 23 and Title 49 CFR 26 for Disadvantaged Business Enterprises, Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.), Title 49 CFR 21 and Title 49 CFR 23, Nondiscrimination on the basis of handicap, Title 49 CFR 27, Americans with Disabilities Act of 1990 (42 U.S.C. 12102, et. seq.), Federal Fair Labor Standards Act (29 U.S.C. § 201, et seq.), and any other Federal and State discrimination statutes. Contractor shall furnish pertinent information regarding its employment policies and practices as well as those of their proposed subcontractors as the State of Florida Department of Transportation, the Secretary of Labor, or County may require. The above shall be required of any sub-contractor hired by Contractor. All Equal Employment Opportunity requirements shall be included in all non-exempt sub-contracts entered into by Contractor. Sub-contracts entered into by Contractor shall also include all other applicable labor provisions. No sub-contract shall be awarded to any non-complying sub-contractor. Additionally, Contractor shall insert in its sub-contracts a clause requiring subcontractors to include these provisions in any lower tier sub-contracts that may in turn be made. Contractor shall comply with all state laws and local ordinances, except that any preferential consideration of local in-state subcontractors is NOT allowed.

19.18 E-Verification System: Contractor shall comply with the Executive order No. 12989 as amended, and Executive Order No. 11-116, and agrees to utilize the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of: (1) all persons employed by Contractor during the contract term to perform any duties within Florida, and; (2) all persons, including subcontractors, assigned by Contractor to perform work pursuant to this Contract. Contractors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.

19.19 Force Majeure Event: Neither party shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control, and not a result of the fault or negligence of, the affected party (a "Force Majeure Event"). If a party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such party shall immediately provide notice to the other party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority

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(including courts or regulatory agencies), act of God (excluding normal or seasonal weather conditions), war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes and severe floods.

19.20 Governing Law and Venue: The Agreement shall be governed in accordance with the laws of the State of Florida. In the event of litigation with respect to the obligation of the parties to the Agreement, the jurisdiction and venue of such action shall be an appropriate State Court in Citrus County, Florida.

19.21 Governmental Restrictions: If Contractor believes that any governmental restrictions have been imposed that require alteration of the materials used, the quality, workmanship or performance of the Services offered under the Agreement, Contractor shall immediately notify County in writing, indicating the specific restriction. County reserves the right and the complete discretion to accept any such alteration or to cancel the Agreement at no further expense to County.

19.22 Immigration and Nationality Act: Contractor shall comply with all immigration laws as outlined in 8 USC § 1324a - Unlawful employment of aliens. County will not intentionally award County contracts to any Contractor who knowingly employs unauthorized Alien workers. Any violation of the employment provisions outlined in the Immigration and Nationality Act throughout the term of any Agreement with County may result in immediate termination of the Agreement. County will consider the employment of unauthorized aliens a violation of Section 274A (e) of the Immigration and Nationality Act. Such violation will be cause for unilateral cancellation of the Agreement, by County, if Contractor knowingly employs unauthorized aliens.

19.23 Inspection, Performance, Supervision: County reserves the right to inspect the Services provided by Contractor, whether partially or fully completed, at any time, as deemed appropriate by County for the purpose of ensuring Contractor's performance under the Agreement. Such inspections performed by County, shall not be construed as a final approval of Contractor's Service, and shall not relieve Contractor from its obligations under the Agreement. County reserves the right to inspect, at any reasonable time with prior notice, Contractor's facilities to assess conformity of the provision of the Services with the Agreement requirements. County reserves the right to investigate or inspect, at any time, whether the provision of the Services complies with the Agreement requirements. Contractor shall at all times during the Agreement term remain responsive and responsible. Contractor must be prepared, if requested by County, to present evidence of experience, ability, and financial standing, as well as a statement as to capacity of Contractor for the performance of the provision of the Services covered under the Agreement. This paragraph shall not mean or imply that it is obligatory upon County to make an investigation either before or after award of the Agreement, but should County elect to do so, Contractor is not relieved from fulfilling all Agreement requirements. Contractor shall supervise and direct the performance of its Services and shall be solely responsible for the means, methods, techniques, sequences, and safety of construction. Contractor will employ and maintain at the Project Site a qualified supervisor or superintendent who shall have been designated in writing by Contractor as the Contractor's representative at the Project Site. The supervisor or superintendent shall have full authority to act on behalf of Contractor and all communications given to the supervisor or superintendent shall be as binding as if given directly to Contractor. The supervisor or superintendent shall be present on the Project Site at all times as required to perform adequate supervision and coordination of the Contractor's Services.

19.24 Lawful Claims and Demands: Should any outstanding claims by subcontractors or suppliers incurred in the performance of the Services materialize after County has made Payment to Contractor, Contractor will indemnify and save County harmless from such claims. Acceptance by Contractor of payment shall be and shall operate as a release to County of all claims and all liabilities to Contractor, other than claims in stated amounts as may be specifically excepted by Contractor for things done or furnished in connection with the provision of the Services, and for every act and neglect of County and others relating to or arising out of the provision of the Services covered under this Agreement. Any payment, whether final or otherwise, shall not release Contractor or his sureties from any obligations under the Agreement.

19.25 Lobbying: Contractor shall not, in connection with the Agreement, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any County officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a

Attachment: ITB 21-044 AGENDA 5-11-21 (12773 : ITB 21-044 Mowing Water Wastewater Facilities & Lift Stations; AB5 Enterprises)

known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any County officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, Services, employment, or contracts of any kind.

19.26 Local Preference / Workforce Labor: County believes that the hiring of workforce labor by contractors who County awards contracts to should, to the maximum extent, be citizens within its boundaries that are unemployed or seeking work for the first time. To that extent, County has agreed to notify CareerSource CLM of all awards involving construction and other types of services. CareerSource CLM is a local business-led organization that plans and coordinates quality employment and training services for businesses and individual career seekers in Citrus County. Successful Respondent will be contacted by CareerSource CLM, to discuss hiring through its staff and services. Successful Respondent's participation with CareerSource CLM is not required as a condition of award, but rather an opportunity for greater support for the community of Citrus County.

19.27 Materials, Services, and Facilities: It is understood that, except as otherwise specifically stated in the Contract Documents, Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Services within the specified time.

19.28 Non-Collusion: Contractor agrees that neither it, nor any of its officers, partners, agents or employees have entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of a free competitive solicitation in connection with this Agreement, and that Contractor intends to do the work with its own bona fide employees or subcontractors and has not provided a response for the benefit of another contractor. Furthermore, Contractor certifies that its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to submitting a response on any public contract.

19.29 Project Site Conditions: Contractor shall be deemed to have examined the Project Site, if applicable and to have secured full knowledge of all conditions under which the Services are to be executed and completed.

19.30 Protection of Persons: Contractor will be responsible for the safety of its employees and the employees of its subcontractors, during the provision of the Services. Contractor will be responsible for initiating, maintaining and supervising all safety programs in connection with the provision of the Services in accordance with applicable safety standards and regulations, as promulgated by the United States Occupational Safety and Health Act. Contractor shall report promptly to County any accident or unusual occurrence during performance of the Services, including personal injury or death to any Contractor employee, sub-contractor employee or any member of the public, or any damage to any of County's property, the Project Site, or adjacent property.

19.31 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 contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

19.32 Relationship: Contractor is an independent contractor to County in the provision of the Services under this Agreement and is not an employee, agent, joint-venture, or partner of County.

Attachment: ITB 21-044 AGENDA 5-11-21 (12773 : ITB 21-044 Mowing Water Wastewater Facilities & Lift Stations; AB5 Enterprises)

19.33 Risk of Loss: Until the Services have been accepted by County, risk of loss or damage to any materials, equipment, supplies or work product, whether partially or fully completed, that are associated with the Services shall remain with Contractor.

19.34 Schedules, Reports and Records: Contractor shall submit to County cost schedules, progress schedules, estimates, records, reports, and any other data, as related to the provision of the Services covered under the Agreement. Furthermore, County reserves the right to inspect and audit Contractor's books and records relating to the Agreement, when deemed appropriate by County. All schedules, reports and records of Contractor, as they relate to the Agreement, shall be retained by Contractor for a period of three (3) years from the date of final payment under the Agreement.

19.35 Security and Confidentiality: Contractor shall comply fully with all security procedures of County in the performance of the Agreement. Contractor shall not divulge to third parties any information obtained by Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of the provision of the Services without the written consent of County. However, Contractor shall be permitted to release information to third parties if such information is publicly available through no fault of Contractor, information that Contractor developed independently without relying on County's information, or information that is otherwise obtainable under State and Federal law as a public record. To insure confidentiality, Contractor shall take appropriate measures as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Agreement.

19.36 Severability: If a court deems any provision of the Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

19.37 Survival: All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive completion or termination of the Agreement for any reason.

19.38 Taxes: Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by Contractor in accordance with the laws and regulations of the State of Florida which are applicable to the provision of the Services under the Agreement. County will not pay for any personal property taxes levied on Contractor or for any taxes levied on Contractor's employees' wages. County is a political subdivision of the State of Florida and holds a State of Florida Sales Tax Exemption Certificate (No. 85-8012621778C-1). All purchases made by County directly from a dealer, distributor or manufacturer for materials, equipment or supplies ("direct purchase") instead of through the Contractor are exempt from sales, consumer, use and other similar taxes.

19.39 Waiver: The delay or failure by County to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of County's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude the County of any other or further exercise thereof or the exercise of any other right.

20.0 Authority: Each person signing the Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

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Attachment: ITB 21-044 AGENDA 5-11-21 (12773 : ITB 21-044 Mowing Water Wastewater Facilities & Lift Stations; AB5 Enterprises)

IN WITNESS WHEREOF, this Agreement is accepted by the parties as of the date noted below.

AB5 ENTERPRISES

Signature of Witness (1)

Yaileen Castro
Printed Name of Witness (1)

Signature of Witness (2)

Adam Blake
Printed Name of Witness (2)

BY: _____
AARON BLAKE, PRESIDENT

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 6th day of April, 2021, by Aaron Blake as owner & president who is ☐ personally known to me or ☑ who produced FL DL as identification.

Witness my hand and official seal this 6th day of April, 2021.

NOTARY PUBLIC Signature
Printed Name: Christopher Colon LaTorre
Commission No.: GG 203577
Expiration Date: 4/4/22

SEAL

Official use only

CHRISTOPHER COLON LATORRRE
Notary Public - State of Florida
Commission # GG 203577
My Comm. Expires Apr 4, 2022

CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ATTEST:

BY: _____
SCOTT CARNAHAN, CHAIRMAN

ANGELA VICK, CLERK

DATE: _____

Attachment: ITB 21-044 AGENDA 5-11-21 (12773 : ITB 21-044 Mowing Water Wastewater Facilities & Lift Stations; AB5 Enterprises)

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EXHIBIT "A"
SCOPE OF SERVICES

Provide Mowing, Edging, Trimming and Clean up services.

I. Contractors Responsibilities
II. Mowing
III. Edging
IV. Trimming
V. Weeding
VI. Blowing Driveways and/or Sidewalks
VII. Locations
VIII. Mowing Frequency
IX. Clean up
X. Payments
XI. General

SPECIFICATIONS

I. Contractors Responsibilities

- To provide all supervision, labor, materials, supplies and equipment necessary to properly maintain all sites as described in these specifications.
- To insure the use of industry safety standards such as those set forth in OSHA for equipment operation and maintenance.
- To repair all damage to buildings, vehicles, trees, shrubs etc. caused by the contractors operations or employees.
- To insure that no activity shall be undertaken that will in any way disrupt, inconvenience or endanger any member of the traveling public, either pedestrian or vehicle.
- To comply with all State and Citrus County requirements regarding certification and licensure.

II. Mowing

- Prior to each cut, branches, moss, debris and litter are to be picked up and stacked for pick up.
- Each mowing shall be performed in accordance with section VII - Mowing Frequency.
- Each site shall be completely mowed upon **each** visit; no site can take more than two (2) days to complete.
- Mower blade height shall be adjusted to prevent scalping.

III. Edging

- All sidewalks, planting beds, paved walking trails, driveways, parking areas etc. will be edged at the time of **each** cut.
- All edging must be completed with a metal blade type edging equipment. The use of line trimmer or string type weeding equipment is not acceptable for edging.

IV. Trimming

- All buildings, poles, trees, fences and anywhere else a mower cannot reach will be trimmed with a commercial grade line trimmer.
- Trimming will be performed at the time of **each and every** cut.

V. Weeding

- All ornamental and tree beds will be kept weed free at **all** times.

VI. Blowing Driveways and/or sidewalks

- After the completion of work, all driveways and/or sidewalks at the site location shall be clear of any grass clippings, dirt, and loose materials by the means of a leaf blower.

Attachment: ITB 21-044 AGENDA 5-11-21 (12773 : ITB 21-044 Mowing Water Wastewater Facilities & Lift Stations; AB5 Enterprises)

VII. Locations

North

CAB-1 1999N Blue Jay Terrace, Hernando
Cab-2 1950 Water Plant Road, Crystal River
CS Well-3 8685 N. Santos Dr. Citrus Springs
CS Well-7 9940 N Citrus Springs Blvd, Citrus Springs
CS Well-8 7100 N Outlook Way, Citrus Springs
CS WWTP- 9846 W Citrus Springs. Blvd, Citrus Springs
AS#1 L/S # 3995 N. Bluewater Dr., Hernando
CS L/S # 2051 W. Argus Pl, Citrus Springs.
Pine Ridge WTP-1 2986 W. Beamwood Dr. Beverly Hills
Pine Ridge WTP-5 5253 W. Deputy Dr. Beverly Hills
MCWWTF- 6000 W. Frontier Ln., Beverly Hills (BERMS ONLY)
Lift Station MC#1A – 1545 N. Lecanto Hwy
Ozello interconnect 8201 W. Venable

South

Foxwood WTP- 1679 S. Windmere Pt. Inverness
Rosemont WTP- 8865 E. Maplewood St. Inverness
Point O Woods WTP- 9228 E. Gospel Isl. Rd. Inverness
Water Oaks WTP-9399 E. Moccasin Slough Rd, Inverness
Oak Forrest WTF-12233 S. Daffodil Pt. Floral City
Meadows WTP-6720 W. Blackbird Ln, Homosassa
Spring Gardens WTP-8141 Periwinkle Ln. Homosassa
SMW WTP #2-17 Corkwood Blvd. Homosassa
SMW WTP #3-5235 W. HWY 98, Homosassa
RH L/S #13- 11385 W. Timberlane Dr. Homosassa
CZ L/S #7- 10563 S. LeBaron Dr. Chasshowitzka
CZ L/S #10- 7573 W. Miss Maggie Dr. Chasshowitzka
MC L/S #20 -7465 W. Stuart Lane Homosassa
Floral City Elementary School
Spring Gardens L/S #1 – 8220 W. Periwinkle Ave., Homosassa

VII. Mowing Frequency

- A schedule of mowing weeks, Monday – Sunday, will be provided by August 15th of each fiscal year by the Plant Operations Manager.

Notes: Specific cut dates will be issued during the **Mandatory Pre-bid Meeting.**

October	2 cuts
November	1 cut
December	1 cut
January	1 cut
February	1 cut
March	2 cuts
April	2 cuts
May	2 cuts
June	2 cuts
July	2 cuts
August	2 cuts
September	2 cuts

Attachment: ITB 21-044 AGENDA 5-11-21 (12773 : ITB 21-044 Mowing Water Wastewater Facilities & Lift Stations; AB5 Enterprises)

During the months of July, August, September the following sites are to be serviced weekly:

1999 N Blue Jay Terr,
1950 N Water Plant Pt,
FCS Elementary,
2986 W. Beamwood,
7100 N Outlook Way,
6720 W. Blackbird Ln,
17 Coorkwood
5235 W Hwy 98.

VIII. Clean up

- At the end of each mowing service, all walks, drives and open space areas will be free of loose materials, trash or debris.
- All areas will be cleaned by either mulching or bagging clippings.
- Tree limbs, palm fronds, etc. will be picked up and removed by the contractor.

IX. Payments

- Payments for services rendered will be made monthly for the previous month, invoice due by the 10th of that month, i.e. payment for services rendered in June will be processed and paid in July provided we receive the invoice by July 10.
- Invoices must state the location(s) mowed and the date(s) mowed.
- Contractor will be paid on a per cut/per site basis, based on the per cut prices established on the Bid Form. Contractor will only be paid for actual cuts.
- No payments will be made in advance.
- Contractor can only invoice for work completed. Locations will be inspected prior to approval of payment. Submitting an invoice for incomplete work or for work not performed is grounds for termination of the contractor services.

X. General

- Cuts per year – Cuts will be as specified in Section VII of the Scope of Work - **Mowing Frequency**.
- Each site must be completely mowed, trimmed, edged and cleaned upon each visit to be considered a complete cut and qualify for payment.
- Contractor shall call Ron Kurtz, Plant Manager at (352) 527-5807 to keep Utilities Department informed of all cutting activities.
- It will be the contractor's responsibility to notify Utilities Department when work has been completed, so inspections can be performed. The County will supply forms necessary for notification. Notification is to be faxed (352) 527-7644 or emailed Ronald.Kurtz@citrusbocc.com at the end of each mowing day. Payment will not be processed without notification.
- Inspections will be completed by Utilities Department staff to determine compliance with contract terms. If terms are not met, staff will contact the contractor and payment will be withheld until completed and inspected within compliance.

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Attachment: ITB 21-044 AGENDA 5-11-21 (12773 : ITB 21-044 Mowing Water Wastewater Facilities & Lift Stations; AB5 Enterprises)

EXHIBIT "B"

Citrus County Board of County Commissioners ITB 21-044 : ITB 21-044 Mowing at Water Wastewater Facilities & Lift Stations Thursday March 11, 2021 @ 2:00pm					AB5 Enterprises 11226 Southwind Lake Dr GIBSONTON, FL 33534 Aaron Blake Phone: 813 8479563 ab5enterprises@aol.com	
Item #	**Group**	**Item**	**Quantity**	**Unit of Measure**	**Unit Price**	**Extended Price**
1	North Locations	**Description:** CAB 1 WTP 1999 N. Blue Jay Terr	1	200` x 650`	$75.00	$75.00
2	North Locations	**Description:** CAB 2 WTP 1950 N. Water Plant Road	1	150` x 240`	$30.00	$30.00
3	North Locations	**Description:** Pine Ridge WTP #5 5352 W. Deputy Dr	1	50` x 75`	$15.00	$15.00
4	North Locations	**Description:** Well CS#3 8685 N. Santos Dr.	1	65` x 90`	$15.00	$15.00
5	North Locations	**Description:** Well CS#7 9940 N Citrus Springs Blvd.	1	60` x 65`	$15.00	$15.00
6	North Locations	**Description:** Well CS#8 7100 N Outlook Way	1	150` x 175`	$15.00	$15.00
7	North Locations	**Description:** CS WWTP 9846 W Citrus Springs Blvd	1	300` x 750`	$75.00	$75.00
8	North Locations	**Description:** Pine Ridge WTP#1 2986 W Beamwood Dr	1	125 x 220	$15.00	$15.00
9	North Locations	**Description:** Meadowcrest WWTP 6000 W Frontier Lane	1	Berms Only. Berms around ponds to be mowed quarter	$75.00	$75.00
10	North Locations	**Description:** Lift Station CS#1 2051 W Argus Place	1	65` x 75	$15.00	$15.00
11	North Locations	**Description:** Lift Station AS#1 3995 N Bluewater Dr	1	175 x 185	$15.00	$15.00
12	North Locations	**Description:** Lift Station MC #1A 1545 N Lecanto Hwy	1	8` x 240` & 80` x 300`	$15.00	$15.00
13	North Locations	**Description:** Ozello interconnect 8201 W. Venable	1	332ï¿½168	$15.00	$15.00
					Sub Total	$390.00

Attachment: ITB 21-044 AGENDA 5-11-21 (12773 : ITB 21-044 Mowing Water Wastewater Facilities & Lift Stations; AB5 Enterprises)

14	South Location	**Description:** Foxwood 1679 S Windmere	1	150` x 150`	$15.00	$15.00
15	South Location	**Description:** Rosemont WTP 8865 E Maplewood St	1	140` x 170`	$15.00	$15.00
16	South Location	**Description:** POW WTP 9228 Gospel Island Rd	1	80` x 110`	$15.00	$15.00
17	South Location	**Description:** Water Oaks WTF 9399 E Moccasin Slough RD	1	80` x 100`	$15.00	$15.00
18	South Location	**Description:** Oak Forest WTP 12233 S Daffodil Pt	1	150` x 150`	$15.00	$15.00
19	South Location	**Description:** The Meadows WTP 6720 W Blackbird Ln	1	200` x 230`	$25.00	$25.00
20	South Location	**Description:** Spring Gardens WTP 8141 Periwinkle Ln	1	65` x 100`	$15.00	$15.00
21	South Location	**Description:** SMW WTF#2 17 Corkwook Blvd	1	140` x 385`	$35.00	$35.00
22	South Location	**Description:** SMW #3 5235 W HWY 98	1	200` x 240`	$35.00	$35.00
23	South Location	**Description:** Lift Station RH#13 11685 W Timberland Dr	1	185` x 210`	$25.00	$25.00
24	South Location	**Description:** Lift Statioin CZ#7 10563 S LeBaron Dr	1	72` x 115`	$15.00	$15.00
25	South Location	**Description:** Lift Station CZ#10 7573 West Miss Maggie Dr	1	115` x 130`	$15.00	$15.00
26	South Location	**Description:** Lift Station MC#20 7465 W Stuart Ln	1	125` x 125`	$15.00	$15.00
27	South Location	**Description:** Floral City Elem School WWTP 8457 E Marvin St	1		$40.00	$40.00
28	South Location	**Description:** Lift Station SG#1 8220 W Periwinkle Dr	1	50` x 70`	$15.00	$15.00
					Sub Total	$310.00
					Total	$700.00

Attachment: ITB 21-044 AGENDA 5-11-21 (12773 : ITB 21-044 Mowing Water Wastewater Facilities & Lift Stations; AB5 Enterprises)

AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	RFQ 18-060 WA; Continuing Contract for Professional Engineering-Water Resources; Stroud Engineering
AGENDA DATE:	**May 11, 2021**

BRIEF OVERVIEW:

On August 21, 2019, the Board approved the award of RFQ 18-060 Continuing Contract for Water, Wastewater and Reclaimed Utility Systems Professional Engineering Services to Stroud Engineering Consultants, Inc.

Staff desires to issue a Work Authorization utilizing the RFQ 18-060 Agreement to Stroud Engineering Consultants, Inc. to provide authorized engineering and related services for the design, permitting assistance and bid phase services for the Brentwood Wastewater Treatment Facility Rehabilitation and SCADA System for a total cost of $90,750.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance*
9000-53100	Prof Serv	$ 2,241,347	$345,818	$882,249	$1,013,280

*available balance prior to award

RECOMMENDED ACTION:

a. Approve and Authorize the Chairman to execute the Work Authorization for Stroud Engineering Consultants, Inc. to provide engineering services for the Brentwood Wastewater Rehabilitation and SCADA System.

b. Approve related Budget Transfer.

Citrus County Board of County Commissioners
Budget Transfer Form

April 15, 2021	450	Operating
Date	**Fund Number**	**Fund Title**

Dept/Office/Division: Citrus County Utilities

Department Number	Account Number	From Amount	To Amount	Account Title
9000	56300	91,000		Improvements o/t Buildings
9000	53100		91,000	Professional Services

Detailed Reason for Transfer:

CIP Project # 2018-15 Brentwood Upgrades, has a renewal/replacement portion being funded thru the operating fund. This moves the needed funds to cover engineering expenses to Stroud for the design portion of the rehab/scada system.

Division Approval: Gary Loggins Date: 04-15-2021

Department/Office Approval: Ken Cheek Digitally signed by Ken Cheek Date: 2021.04.15 09:51:27 -04'00' Date:

Management & Budget Approval: cpcott Date: 4·16·2021

Board Approval:

Attachment: RFQ 18-060 WA Agenda Docs-Stroud Eng (12801 : RFQ 18-060 WA; Continuing Contract for Professional Engineering-Water

Client#: 1055004 STROUENG

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/06/2020

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services, LLC 2502 N Rocky Point Drive Suite 400 Tampa, FL 33607	CONTACT NAME: PHONE (A/C, No, Ext): 813 321-7500 FAX (A/C, No): 813 321-7525 E-MAIL ADDRESS:
INSURED Stroud Engineering Consultants Inc 10503 Cyndee Lane Odessa, FL 33556	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Phoenix Insurance Company — 25623 INSURER B : Travelers Property Cas. Co. of America — 25674 INSURER C : Travelers Casualty and Surety Company — 19038 INSURER D : XL Specialty Insurance Company — 37885 INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY 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 INSR	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 PRO-JECT LOC OTHER	x	x	6604B369682	07/10/2020	07/10/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $1,000,000 $10,000 $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	x	x	6604B369682	07/10/2020	07/10/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $10000			CUP0L38818A	07/10/2020	07/10/2021	EACH OCCURRENCE AGGREGATE	$1,000,000 $1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	x	UB7K181783	07/10/2020	07/10/2021	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
D	Professional Liability			DPR9955305	01/30/2020	01/30/2021	$1,000,000 per claim $3,000,000 annl aggr.	

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

Professional Liability coverage is written on a claims-made basis.

RE: RFQ 18-060

Citrus County, Florida is an additional insured as respects the General Liability and Auto Liability policy as required by written contract. Waiver of subrogation in favor of the additional insured applies to all policies listed above as required by written contract.

CERTIFICATE HOLDER	CANCELLATION
Citrus County, Florida 3600 W Sovereign Path Ste 266 Lecanto, FL 34461	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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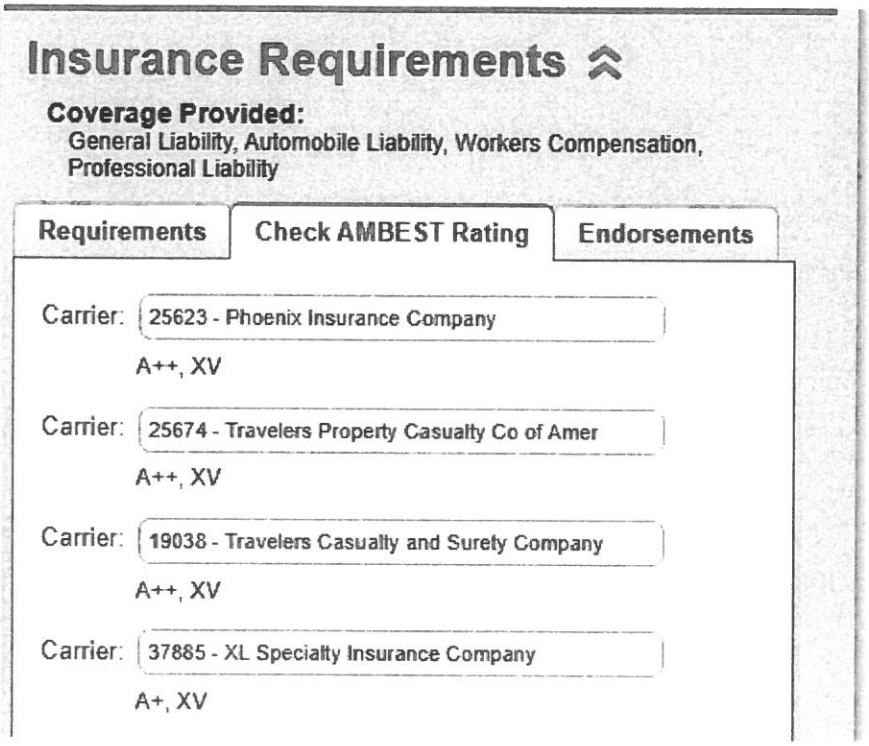
Attachment: RFQ 18-060 WA Agenda Docs-Stroud Eng (12801 : RFQ 18-060 WA; Continuing Contract for Professional Engineering-Water

AMBEST Stroud 2021



Insurance Requirements

Coverage Provided:
General Liability, Automobile Liability, Workers Compensation, Professional Liability

Requirements | Check AMBEST Rating | Endorsements

Carrier: 25623 - Phoenix Insurance Company
A++, XV

Carrier: 25674 - Travelers Property Casualty Co of Amer
A++, XV

Carrier: 19038 - Travelers Casualty and Surety Company
A++, XV

Carrier: 37885 - XL Specialty Insurance Company
A+, XV

Attachment: RFQ 18-060 WA Agenda Docs-Stroud Eng (12801 : RFQ 18-060 WA; Continuing Contract for Professional Engineering-Water

WORK AUTHORIZATION FORM

PROFESSIONAL SERVICES – CONTINUING SERVICES CONTRACT

Once completed, print the form, have it signed by all those indicated below and mail to OMB/Purchasing. Please be advised, the use of professional services under the continuing services contract is restricted as follows: The cost of the engineering study is < $200,000 or the cost of the construction project for which an engineering design is being performed is < $2 million.

USE THE TAB KEY TO MOVE BETWEEN FIELDS

NAME OF PROJECT: (Two lines maximum) Brentwood Upgrades U2018-15 - Additional WWTF Rehabilitation and SCADA System.

DEPARTMENT / DIVISION / OFFICE: Water Resources Planning & Engineering

TECHNICAL CONTACT: Roger Ingall - Water Resources Planning & Engineering Project Manager

GRANT FUNDED: ☐ YES ☑ NO

FINANCING REQUIRED: ☐ YES ☑ NO

ACCOUNT NUMBER: 9000-53100
(Four lines maximum)

BUDGET AMOUNT: $90,750
(Four lines maximum)

PLANNING/STUDY ☐ YES ☑ NO

DESIGN / CONSTRUCTION ☑ YES ☐ NO

DESCRIBE THE PROJECT; GIVE THE NAME OF CONSULTANT; AND PROVIDE QUOTED PRICE (attach additional sheets if necessary):

The Department of Water Resources is requesting to retain STROUD ENGINEERING CONSULTANTS, INC. as part of RFQ 18-060, "Continuing Contract for Professional Services Water, Wastewater and Reclaimed Water Utilities Systems", to provide authorized engineering and related services for the design, permitting, and bid phase services to provide the Brentwood WWTF rehabilitation and SCADA System. The cost for professional services provided by Stroud Engineering Consultants, Inc. is $90,750.

REQUESTOR Roger Ingall — Digitally signed by Roger Ingall, DN: C=US, E=Roger.ingall@citrusbocc.com, CN=Roger Ingall, Reason: I am the author of this document, Date: 2021.04.15 07:30:29-04'00' — **DATE** _____

DIVISION DIRECTOR Christina Malmberg — Digitally signed by Christina Malmberg, DN: C=US, E=christina.malmberg@citrusbocc.com, CN=Christina Malmberg, Date: 2021.04.14 15:52:07-04'00' — **DATE** _____
Required regardless of the cost

DEPARTMENT DIRECTOR _____ — **DATE** 4/14/21
Required if cost is > $5,000

MANAGEMENT & BUDGET DIRECTOR _____ — **DATE** 4·14·2021
Required if cost is > $10,000

CHAIRMAN _____ — **DATE** _____
Required if cost is > $25,000

Please return completed form to the Purchasing Manager - OMB

Attachment: RFQ 18-060 WA Agenda Docs-Stroud Eng (12801 : RFQ 18-060 WA; Continuing Contract for Professional Engineering-Water

WORK AUTHORIZATION NO. 02-21

SCOPE OF SERVICES AND FEE PROPOSAL

BRENTWOOD WWTF REHABILITATION AND SCADA SYSTEM

CITRUS COUNTY, FLORIDA

I. PROJECT SCOPE

Description:

Citrus County (COUNTY) provides for the wastewater collection, pumping, and treatment of their residential and commercial users throughout the County via a large network of sanitary sewer collection piping, lift stations, and force mains. The Brentwood Wastewater Treatment Facility (WWTF), located at 1259 W. Norvell Bryant Highway, Lecanto, FL 34465, has a treatment capacity of 0.500 Million Gallon a Day (MGD) based on a rolling three month average daily flow (R3MADF) measurement. The plant provides effluent meeting the Florida Department of Environmental Protection (FDEP) classification of Part IV – Rapid-Rate Land Application Systems under FAC 62-610, in which all treated effluent currently is disposed at the on-site rapid-rate infiltration basins (RRIBs). Due to upcoming enhanced permit effluent limitations for Total Nitrogen (TN) and the demand for additional supplies of reclaimed water acceptable for Part III public access reuse, the COUNTY is pursuing an upgrade to the Brentwood WWTF. In addition to the planned upgrades to the WWTF and while the plant is off-line for the construction of those upgrades, the COUNTY wants to provide for the rehabilitation of a number of existing process structures and to include a plant-wide SCADA system.

The COUNTY has requested the services of Stroud Engineering Consultants, Inc. (ENGINEER) to provide authorized engineering and related services for the design, permitting, and bid phase services to provide the Brentwood WWTF rehabilitation and SCADA System. In discussions with COUNTY staff, the planned improvements at the Brentwood WWTF include the following components:

1. Develop drawings, specifications, and bid items for the following plant replacement and/or repair items:
    a. Chlorine Contact Chamber:
        i. Clean interior concrete surface, repair concrete cracks/spalling, and paint interior surfaces.
        ii. Replace two (2) 6" drain valves along south side of chamber wall.
        iii. Replace link seals at piping penetrations of concrete walls (2 – 12" influent pipes, 1 – 12" effluent pipe).
    b. Original Marolf plant structure:
        i. Clean interior concrete surface, repair concrete cracks/spalling.
        ii. Replace drain valve (Future Digester basin) and inspect all valves.
        iii. Evaluate Blower Station condition and capacity to determine if new blowers are required for the expansion of the Aerobic Digester basins.
        iv. Design of new diffuser system for the expansion of the Aerobic Digester basins.
    c. Clarifiers:
        i. Clean, inspect, rehab/replace deteriorated equipment, and paint and seal interior.
    d. Exposed Yard Piping – sand blast and repaint all above-ground piping and valves.
    e. Operations Building – repaint building exterior.
2. Add design/permitting of additional paved drive (southwest portion of plant site) to complete circular drive. Improvements to include new electric-operated gates at plant entrance for each driveway entrance.

Attachment: RFQ 18-060 WA Agenda Docs-Stroud Eng (12801 : RFQ 18-060 WA; Continuing Contract for Professional Engineering-Water

3. Develop drawings, specifications, and additive bid item for new chlorine triplex metering pump system. Basis of design to be Blue Planet skid system with Doseuro pumps (similar to Meadowcrest WWTF and CAB Water Plant). Include replacement of the effluent meter and effluent sampler.
4. Develop drawings, specifications, and bid item for new RAS pump and controls. The COUNTY wants to add a RAS pipe to allow separate withdrawal from each clarifier, as they are not able to obtain equal RAS withdrawal rates from the clarifiers. The ENGINEER will evaluate existing system and, if necessary, design a new RAS discharge pipe.
5. Add design services to develop new plant SCADA system (Fiber optic communication), to include the following:
    a. Design drawings and specifications for new plant SCADA system, with Allen-Bradley PLC and Trihedral VTSCADA software as the basis of design.
    b. Connect monitoring equipment signals from Turbidity Monitoring Control Unit (NTU), pH Analyzer (pH), and Chlorine Residual Analyzer (Cl2 residual).
    c. RAS/WAS pump control automation.
    d. Reject/Reuse system control.

The ENGINEER understands that the COUNTY is in the process of implementing a project to allow the Brentwood WWTF to be taken off-line with flows temporarily diverted to the Meadowcrest WWTF. This will allow the modifications to be implemented with the existing process structures and equipment without impacting the plant operation.

Mr. Brent Heath, P.E. will serve as the ENGINEER's project manager on this work authorization for the duration of the scope of services. The ENGINEER will provide project management as part of this work authorization, which shall include: continuous management and coordination of the overall project; preparation of miscellaneous correspondence; coordination of subconsultant services; necessary scheduling of design and construction activities; and attendance at monthly project meetings (as requested) with the COUNTY. The progress of the project will be discussed with the COUNTY's designated project manager during each regular monthly project status meeting with the Utility Planning & Engineering Department and/or the scheduled on-site construction meetings, and as necessary throughout the remaining life of the project. A written summary of the project status and completed tasks will be provided with each invoice submitted by the ENGINEER.

Based on the above background discussion, the following specific tasks and services are anticipated for this project, and are included in this Scope of Services:

TASK 1 FINAL DESIGN – REHABILITATION AND ADDITIONAL PROCESS COMPONENTS

Attend a preliminary design review meeting with the COUNTY's staff to discuss the project scope and review comments. Upon completion of the preliminary design activities, including responding to comments from the COUNTY's Engineering review personnel, the ENGINEER will proceed with preparation of the final design documents. This task will be separated into **Subtask 1.1 – Rehabilitation and Additional Process Components** and **Subtask 1.2 – SCADA System**. The ENGINEER's final design scope will include the following:

- Prepare construction drawings at designated project completion milestones (90% and final) for review, comment, and approval by the COUNTY. The construction drawings will include construction notes, plan sheets at appropriate scale for legible interpretation, and standard utility details.

- Prepare technical specifications at the 90% and final design submittal stage to describe acceptable contractor qualifications, materials for construction, installation requirements, measurement and payment descriptions, etc.

- Attend design review meetings with the COUNTY's staff in order to finalize the drawings. The

Attachment: RFQ 18-060 WA Agenda Docs-Stroud Eng (12801 : RFQ 18-060 WA; Continuing Contract for Professional Engineering-Water

ENGINEER will also attend a design review meeting with the COUNTY's Engineering staff at the 90% submittal stage to describe the project details and to determine if design revisions are warranted on the final design submittal to accommodate the COUNTY's concerns.

- Prepare final estimate of the probable construction costs for the proposed WWTF rehabilitation and additional process components and SCADA System.

The ENGINEER will provide final design documents for the COUNTY's use. The plans will be provided in electronic format (.pdf and .dwg file type) for the COUNTY's use in performing the review.

TASK 2 PERMIT ASSISTANCE

The ENGINEER will prepare and submit the permit applications necessary to perform the roadway installation activities as included on the final design documents. It is anticipated that the following permit applications will be required as part of this project:

- FDEP Environmental Resource Permit

Prior to construction we will complete the appropriate FDEP permit applications including associated sketches, drawings, and related incidental information required for a competent submittal. In addition we will provide routine follow up services in support of the permit application and assist the agencies with their review by attending meetings, making field visits, responding to questions, etc.

TASK 3 BID PHASE SERVICES

It is the understanding of the ENGINEER that the proposed infrastructure improvements will be bid as one (1) construction contract. The ENGINEER will assist the COUNTY during the bid phase process by performing the following activities:

- Contract: It is anticipated that Front End Contract Documents will be prepared by the COUNTY's Purchasing Department. The Technical Specifications will be submitted to the COUNTY with the final design drawings.

- Document Sale: The ENGINEER will provide a compact disc to the COUNTY which contains the Technical Specifications and Construction Plans in PDF format. The COUNTY's Purchasing Department will subsequently be responsible for sale of the bid documents to the interested bidders/parties upon request.

- Pre-Bid Meeting: Upon scheduling of the Pre-Bid Meeting by the COUNTY, the ENGINEER will coordinate with the COUNTY to develop the proper meeting agenda. The ENGINEER will be directly involved in the meeting communications and adequately describe the project specifics to the attending bidders/parties. The ENGINEER will answer all pertinent questions and issue any necessary addendums that result from the Pre-Bid Meeting.

- Bid and Award Assistance: The ENGINEER will communicate with the interested bidders/parties during the time period between contract advertisement and bid submission. The ENGINEER will assist the COUNTY in preparing the required advertisement for bids, attend the bid opening, review bids, prepare the bid tabulation and make recommendations regarding the award of the construction contract.

II. DELIVERABLES

This Scope of Services is to include the following deliverables:

- Final Design Drawings (90%, and 100%)
- Technical Specifications

Attachment: RFQ 18-060 WA Agenda Docs-Stroud Eng (12801 : RFQ 18-060 WA; Continuing Contract for Professional Engineering-Water

- ENGINEER's Opinion of the Probable Construction Cost

III. ADDITIONAL SERVICES REQUIRING AUTHORIZATION IN ADVANCE

During the course of the work, the ENGINEER shall notify the COUNTY in writing of any unanticipated costs or out of scope work and shall provide a new estimate for that work to the COUNTY for approval.

If required by the ENGINEER and authorized by the COUNTY, additional services related to this Work Authorization shall be provided by the ENGINEER for additional professional fees negotiated with and agreed to by the COUNTY.

IV. PROJECT SCHEDULE

The ENGINEER will begin the activities described herein within two weeks of receiving written notice to proceed, and the tasks shall be completed expeditiously subject to coordination with the COUNTYs staff. The estimated project schedule is outlined as follows:

Task	Description	Weeks to Complete After Notice to Proceed Issued
1	90% Design Submittal	16
	COUNTY Review	20
	100% (Final) Design Submittal	28
2	Permitting	36
3	Bid Phase Services	42

V. ENGINEER'S COMPENSATION

For Tasks 1 – 3 described above, the COUNTY will compensate the ENGINEER on a fixed fee basis. Compensation to the ENGINEER for the services included in the above tasks shall not exceed the following:

1.	FINAL DESIGN	
1.1	REHABILITATION AND ADDITIONAL PROCESS COMPONENTS	$ 37,550.00
1.2	SCADA SYSTEM	$ 46,610.00
2.	PERMIT ASSISTANCE	$ 5,830.00
3.	BID PHASE SERVICES	$ 760.00
	TOTAL AUTHORIZATION	$ 90,750.00

Attachment: RFQ 18-060 WA Agenda Docs-Stroud Eng (12801 : RFQ 18-060 WA; Continuing Contract for Professional Engineering-Water

AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	SGS 21-057 Website Annual Service Package for VCB; Tempest Interactive Media, LLC
AGENDA DATE:	**May 11, 2021**

BRIEF OVERVIEW:

On September 24, 2018, Board awarded RFP 18-056 VCB Website Design for the redesign and maintenance of the Visitors and Convention Bureau website.

In 2019, our website was redesigned by Tempest and since Tempest Interactive Media, LLC has established the website, this service provides all updates to CRAFT, the content management system (CMS) that is used to create the site. The program gives us access to the development team for improvements or additions that we are unable to do in house. The hosting of the site is built on the Amazon Web Services platform which is the same level of hosting that industry leaders Netflix, Expedia and AirBnB all use. Additionally, the service provides search engine optimization and search engine marketing efforts to ensure that the site ranks high in organic traffic searches. We also need to have access to the marketing and strategy teams to help us continue to keep the content relevant and appealing to visitors.

Staff published an advertisement on our County website according to the Administrative Regulation procedures in 9.14-4 Single-Source Purchases.

Staff desire to continue services and award an Agreement with Tempest Interactive Media, LLC to provide website support, CRAFT annual subscription fee and annual website hosting fee for the Visitors & Convention Bureau at a cost of $23,400 yearly utilizing the Single source purchase procurement requirements.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance*
2122-53400	Other contra	$159,200	$59,471	$72,600	$27,129

Visitor & Conv Bureau-Other Contractual Services
*available balance prior to award

RECOMMENDED ACTION:

a. Approve and authorize the request to waive the County Bid requirements and continue the services with Tempest Interactive Media, LLC., according to AR 9.14-4 "Single Source Purchase" procurement procedures.

b. Approve and Authorize the Chairman to execute the Agreement between Citrus County, Florida and Tempest Interactive Media, LLC to provide website support and hosting services.

DISCOVER CRYSTAL RIVER FLORIDA

FLORAL CITY || HOMOSASSA || INVERNESS

Citrus County Visitors & Convention Bureau
915 N Suncoast Blvd
Crystal River, FL 34429

VCB-M-20-31

M E M O R A N D U M

TO: **Linda Morse**

FROM: **John Pricher, Director, Tourist Development**

DATE: **January 29, 2021**

SUBJECT: **Website Annual Service Package**

In 2019 our website was redesigned by the firm, Tempest. The project was a ground up redesign. Our database, or CRM, is run by their software platform iDSS to create a seamless system between data and web. The site recently took home the 2020 Bronze Flagler Award given by Visit Florida as one of the top websites in the State.

Included in the initial project was the first year of custom maintenance and hosting. The service provides all updates to Craft, the content management system (CSM) that is used to create the site. The program gives us access to the development team for improvements or additions that we are unable to do in house. The hosting of the site that is part of the program is built on the Amazon Web Services platform which is the same level of hosting that industry leaders Netflix, Expedia and AirBnB all use.

Additionally, the service provides search engine optimization and search engine marketing efforts to ensure that the site ranks high in organic traffic searches. We also have access to the marketing and strategy teams at Tempest to help us continue to keep the content relevant and appealing to visitors.

Continuing to contract with Tempest for the support package ensures a seamless workflow for the site since we utilize their database platform to power the individual listings for our partners. Having access to the architects of the site when improvements are needed beyond the staff's abilities is vital for the continued efficient operation of the webpage. The security provided by Tempest's annual website service package, delivering the components listed above, allows for staff and our marketing agency partner to focus on creating exciting content and new experiences for visitors on our website, which is our greatest marketing tool.

Attachment: SGS 21-057 AGENDA 5-11-21 (12783 : SGS 21-057 Website Annual Service Package for VCB; Tempest Interactive Media, LLC)

CERTIFICATE OF LIABILITY INSURANCE

DATE (M) 4/14/2021

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
Wharton/Lyon & Lyon
PO Box 1660
Livingston NJ 07039

License#: BR-787709

CONTACT NAME: R. Ivette Aponte
PHONE (A/C, No, Ext): 973-863-2820 **FAX (A/C, No):** 9739926660
E-MAIL ADDRESS: iaponte@whartoninsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Casualty Company	20443
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
TEMPINT-01
Tempest Interactive Media LLC.,
Tempest, Inc., iDSS Global LLC, & Destination Sign
30 S. 15th Street, Suite 1001
Philadelphia PA 19102

COVERAGES **CERTIFICATE NUMBER:** 990324361 **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: X POLICY PRO-JECT LOC OTHER:	Y	Y	B4031355889	1/26/2021	1/26/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			B4031355889	1/26/2021	1/26/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	**UMBRELLA LIAB** X OCCUR X **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			B6046092784	1/26/2021	1/26/2022	EACH OCCURRENCE AGGREGATE Retained	$ 2,000,000 $ 200,000 $ 10,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A A	Professional Liability Employee Benefits Liability			B4031355889 B4031355889	1/26/2021 1/26/2021	1/26/2022 1/26/2022		2,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Coverage is subject to policy terms, conditions, and exclusions.
Citrus County, Florida included as additional insured includes Waiver of Subrogation for commercial General Liability with respect to work performed by the named insured when required by a written and executed contract., as per form Blanket Additional Insured's., Waiver of Subrogation Blanket form# SB-146932

CERTIFICATE HOLDER

Citrus County Florida
3600 W. Sovereign Path
Suite 266
Lecanto FL
USA

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
Robert L Silvo

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Attachment: SGS 21-057 AGENDA 5-11-21 (12783 : SGS 21-057 Website Annual Service Package for VCB; Tempest Interactive Media, LLC)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/14/2021

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 Doug Jones (Justworks) c/o Artex Risk Solutions, Inc. 8840 E. Chaparral Rd.; Suite 275 Scottsdale, AZ 85250	**CONTACT NAME:** Justworks Customer Success **PHONE (A/C, No, Ext):** (888) 534-1711 **FAX (A/C, No):** **E-MAIL ADDRESS:** support@justworks.com
INSURED Justworks Employment Group LLC Labor Contractor, for co-employees of: Tempest Interactive Media LLC PO Box 7119 Church Street Station New York, NY 10008-7119	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** American Zurich Insurance Company — 40142 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 20NY017966317 **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	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC 11-23-986-02	06/01/2020	06/01/2021	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 2,000,0 $ 2,000,0 $ 2,000,0
				Location Coverage Period:	06/01/2020	06/01/2021	**Client#** 27054-PA	

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

Coverage is provided for only those co-employees of, but not subcontractors to:
Tempest Interactive Media LLC
30 S 15th Street Ste 1001
Philadelphia, PA 19102

CERTIFICATE HOLDER

Citrus County Florida
3600 W. Sovereign Path Ste. 266
Lecanto, FL 34461

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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Attachment: SGS 21-057 AGENDA 5-11-21 (12783 : SGS 21-057 Website Annual Service Package for VCB; Tempest Interactive Media, LLC)

American Zurich Insurance Company

AMB #: 002743 **NAIC #: 40142** **FEIN #: 363141762**

Domiciliary Address
1299 Zurich Way
Schaumburg, Illinois 60196-1056
United States

Web: www.zurichna.com
Phone: 800-987-3373
Fax: 877-962-2567

AM Best Rating Unit: AMB #: 086976 - Zurich Insurance Group Ltd
Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.

Based on AM Best's analysis, 050457 - Zurich Insurance Group Ltd is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A+ (Superior)
Affiliation Code:	g (Group)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	October 02, 2020
Initial Rating Date:	June 30, 1982

Long-Term Issuer Credit View Definition

Rating (Rating Category):	aa- (Superior)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	October 02, 2020
Initial Rating Date:	September 14, 2004

Continental Casualty Company

AMB #: 002128 **NAIC #: 20443** **FEIN #: 362114545**

Domiciliary Address
151 North Franklin Street
Chicago, Illinois 60606
United States

Web: www.cna.com
Phone: 312-822-5000

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AM Best Rating Unit: AMB #: 018313 - CNA Insurance Companies
Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.

Based on AM Best's analysis, 050177 - Loews Corporation is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A (Excellent)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	July 14, 2020
Initial Rating Date:	June 30, 1922

Long-Term Issuer Credit View Definition

Rating (Rating Category):	a+ (Excellent)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	July 14, 2020
Initial Rating Date:	June 21, 2005

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SERVICES AGREEMENT

This Services Agreement is entered into by the parties this _____ day of _____, 2021.

1.0 Parties:

Citrus County, Florida, a political subdivision of the State of Florida, (County).

and

Tempest Interactive Media, LLC (Contractor).

2.0 Designated Contact Person as to County:	**3.0 Designated Contact Person as to Contractor**:
John Pricher, Director Visitors & Convention Bureau Director 915 N. Suncoast Blvd Crystal River, Florida 34428 Phone: 352-794-5506 Fax: 352-794-5507 Email: john.pricher@visitcitrus.com	Derek Mogar, Director of Business Development Tempest Interactive Media, LLC 30 S 15th Street, Suite 800 Philadelphia, PA, 19102 Phone: 520-231-5294 Fax: 215-941-5621 Email: derek.mogar@tempest.im

4.0 Notices: All notices between County and Contractor, as required under the Agreement, shall be by telephone, facsimile, e-mail, mail, or by personal delivery to the respective designated contact person identified above. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

5.0 Entire Agreement: This Agreement, and its associated Documents referenced herein, together with any executed Addenda, shall constitute the entire Agreement between Contractor and County (hereinafter referred to as the "Agreement"). In resolving conflicts, errors, discrepancies, and disputes concerning the scope of Services or other rights or obligations of the parties, precedence shall be given in the following order (1) a fully executed Amendment to this Agreement (later executed Amendment taking precedence over earlier dated Amendment), (2) provisions of this Agreement, (3) provisions of the Purchase Order, and (4) provisions contained in any governmental regulation incorporated herein by reference. There are no understandings or agreements except as herein expressly stated.

6.0 Agreement Documents:

1. Exhibit A – Project Proposal and Quote

7.0 Terms of Agreement and Commencement of Services: The duration of the Agreement shall be for a period of three (3) years from the date that the Parties have executed the Agreement, with an option to renew for one (1) additional, three (3) year period. The renewal option will be conditioned upon satisfactory performance by Contactor and will be subject to availability of funds. The renewal option can only be exercised through mutual agreement between County and Contractor. The date that Contractor shall commence the provision of Services shall be the date on which a Purchase Order and a Notice to Proceed is received by Contractor.

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8.0 Modification of Agreement: The Agreement may only be modified or amended upon mutual written agreement of County and Contractor. No oral agreements or representations shall be valid or binding upon County or Contractor. No alteration or modification of the Agreement terms, including substitution of product, shall be valid or binding against County. Contractor may not unilaterally modify the terms of the Agreement by affixing additional terms by incorporating such terms onto Contractor's documents forwarded by Contractor to County for payment. County's acceptance of product or processing of documentation on forms furnished by Contractor to County for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

9.0 Services Provided by Contractor: The Services to be provided by Contractor are summarized in Exhibit "A", attached to this Agreement. If County identifies any additional Services to be provided by Contractor that are not covered under the original Agreement, such additional services shall be made a part of this Agreement by a written Addendum.

10.0 Compensation to Contractor: Compensation to be paid to the Contractor for the provision of services agreed to herein shall be the pricing noted in Exhibit "A", attached to this Agreement. The request to increase fees must be made in writing to County supported by a detailed justification that warrants the requested increase. The request must be submitted at least ninety (90) calendar days prior to the anniversary of the Agreement in order for a request to be considered by County. Such increase may be no greater than the annual consumer price index (CPI) or five percent (5%), whichever is less.

11.0 Payment of Payment Requests:

11.1 Payment Requests: Requests for payment for the provision of the Services provided under the Agreement shall be submitted no more frequently than once per month, unless stipulated differently in the Agreement. At a minimum, the payment requests shall include the Purchase Order Number, a description of the Services provided, and the amount of the payment request. All requests for payment shall be submitted in sufficient detail to demonstrate compliance with the terms of the Agreement and to allow for the proper pre-audit and post-audit thereof. Requests for payment that include travel expenses shall be in accordance with Section 112.061, Florida Statutes. County reserves the right to require any information from Contractor that County deems necessary to substantiate claims for remuneration. Upon receipt of Contractor's payment request, County will review such to ensure that it is in proper order, and that the Services covered under the payment request have been completed in accordance with this Agreement. If it is found that the payment request is not in proper order, or the Services covered under the payment request do not satisfy this Agreement, the payment request may be rejected.

11.2 Prompt Payment: County shall make payment of a payment request in accordance with Chapter 218, Part VII of the Florida Statutes "Local Government Prompt Payment Act" from the date which a payment request in proper order is recorded as received by County, for Services completed to the satisfaction of County.

11.3 Form of Request: If the payment request is not received in proper order, County may reject the payment request within ten (10) business days after the date on which the payment request is recorded as received by County. County shall provide Contractor with a written notification of the rejection specifying the deficiency and corrective measures necessary to make the payment request proper. Upon receipt of a payment request that corrects the deficiency, County shall make payment in accordance with Chapter 218, Part VII of the Florida Statutes "Local Government Prompt Payment Act".

11.4 Resolution of Payment Request Disputes: In the event of a dispute between Contractor and County concerning the full or partial payment of a payment request, such disagreement shall be finally determined by County. If the dispute between Contractor and County involves a portion of a payment request, the undisputed portion shall be paid by County in a timely manner, as long as the payment request for the undisputed portion is in proper order. Proceedings to resolve the dispute will be commenced within forty-five (45) business days after the date the payment request in dispute was recorded as being received by County and will be concluded by final decision of County within sixty (60) business days after the date on which the payment request was recorded as being received by County. Such procedures do not constitute an administrative proceeding that prohibits a court from deciding de novo any action arising out of the dispute.

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11.5 Purchase Order: Although an Agreement will be executed by County and Contractor for the Services being purchased by County, a purchase order will also be issued to Contractor for the purpose of facilitating payment to Contractor. Except under an "emergency request", Contractor shall not provide any Services to County until Contractor has received a purchase order from County. Contractor shall be permitted to accept an order to provide Services under an emergency purchase without a purchase order; however such request from County must be transmitted to the Contractor via facsimile or e-mail. The written transmission order must be submitted with any payment request submitted by the Contractor for such emergency requests.

11.6 Payments to Subcontractors: When Contractor receives from County any payment for Services covered under the Agreement, Contractor must pay such moneys received to each subcontractor or supplier in proportion to the percentage of the Services completed by each subcontractor or supplier within ten (10) business days after Contractor's receipt of the payment. If Contractor receives less than full payment, then Contractor shall be required to disburse only the funds received on a pro rata basis to its subcontractors and suppliers, each receiving a prorated portion based on the amount due on the payment. If a subcontractor receives payment from Contractor for labor, services or materials furnished by subcontractors or suppliers hired by the subcontractor, the subcontractor must remit payment due to those subcontractors or suppliers within seven (7) business days after the subcontractor's receipt of payment from Contractor.

11.7 ACH Enrollment: All Contractors will be required to complete an "Authorization Agreement for ACH Credits Enrollment Form". Payments will be deposited directly into Contractor's bank account. This means there is no need to wait for the check to come in the mail, and eliminates the possibility of a lost check. The Clerk's Accounts Payable Department will provide confirmation via email when payments are transmitted, ensuring immediate notification.

12.0 Warranties:

12.1 Warranty of Ability to Perform: Contractor warrants that, to the best of its knowledge, there are no pending or threatened actions, proceedings, investigations, or any other legal or financial conditions, that would in any way prohibit, restrain, or diminish Contractor's ability to satisfy its obligations under the Agreement.

12.2 Warranty Against Defects in Workmanship: Contractor shall warrant its Services against defects in materials and workmanship for a minimum period of one (1) year from acceptance of the Services by County. Should any defects in materials or workmanship appear during the warranty period, Contractor shall replace the materials or equipment, or repair or re-do the service, immediately upon receipt of written notice from County, at no additional expense to County. Contractor shall warrant such replaced materials or equipment, or repaired or re-done Services, for a period of one (1) year after acceptance of such by County.

12.3 Warranty of Standard Care: In the performance of professional services, Contractor will use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. Contractor will use due care in performing its Services and will have due regard for acceptable professional standards and principles. Contractor's standard of care shall not be altered by the application, interpretation, or construction of any other provision of this Agreement. If any of the Services performed by Contractor do not comply with the foregoing warranties and County notifies Contractor of such, then Contractor shall (at its sole expense) promptly re-execute the nonconforming Services. All such re-performed Services shall be performed on a mutually agreed schedule. Contractor shall and does hereby assign to County the benefits of any of Contractor's subconsultant's or subcontractor's warranties. Such assignment shall not relieve Contractor of its warranty obligations for performance or standard of care to County under this Agreement.

12.4 Warranty of Title: Title to any work product furnished by Contractor under the Agreement shall pass to County to the extent of the payments made for such by County, or on the date that County accepts the completed Services of Contractor. When title passes to County in accordance with the Agreement,

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Contractor warrants that the work product furnished will be free and clear of all security interests, liens and encumbrances or claims of any party.

13.0 Public Records: Contractor will keep and maintain public records required by the County to perform the service. Upon request from the County's custodian of public records, Contractor will provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statues, or as otherwise provided by law. Contractor will ensure that the 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 term of the Agreement and following completion of the Agreement if Contractor does not transfer the records to the County. Upon completion of the Agreement, Contractor will transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by County to perform the service. If Contractor transfers all public records to County upon completion of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology system of the County. If Contractor does not comply with the County's request for public records, the County shall enforce the provisions of the Agreement in accordance with the terms of the Agreement and may cancel the Agreement.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT NANCY COLOGNA, CUSTODIAN OF PUBLIC RECORDS, AT 3600 W. SOVEREIGN PATH, LECANTO, FL 34461; EMAIL: NANCY.COLOGNA@CITRUSBOCC.COM; PHONE: (352)527-5235.

14.0 Insurance: During the term of the Agreement, Contractor, at its sole expense, shall provide insurance of such a type and with such terms and limits as noted below. Providing and maintaining adequate insurance coverage is a material obligation of Contractor. Contractor shall provide County a certificate(s) of insurance, evidencing such coverage.

14.1 Minimum Insurance Requirements: Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors. The coverage's, limits or endorsements required herein protect the primary interests of County, and these coverage's, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect Contractor against any loss exposures, whether as a result of the Project or otherwise. The requirements contained herein, as well as County's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under a contract.

14.2 Commercial General Liability: Contractor must obtain a general liability policy with minimum limits of $1,000,000 per occurrence and a $2,000,000 general aggregate.

14.3 Workers Compensation and Employer's Liability:

14.3.1 Contractor must obtain Workers Compensation insurance with limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act. Employer's Liability limits for not less than $100,000 each accident, $500,000 disease policy limit and $100,000 disease each employee must be included.

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14.3.2 For any officer of a Contractor that has exempt status as an individual, the County requires proof of workers compensation insurance coverage for that contractor/employer/owner's employees. If the contractor/employer/owner or individual has applied for a workers compensation exemption, the County does not recognize this exemption to extend to the employees of the contractor/employer/owner.

14.3.3 The purpose of this section is to ensure that all contractors, subcontractors, sole proprietors, or business entities of any kind who contract with the County for provision of goods or services, provide workers compensation coverage for all employees, and principles of subcontractors, subcontractors, sole proprietors, or other business entities. All provisions of this Section shall be construed in accord with this intent.

14.4 Professional Liability and/or Errors and Omissions Liability: Professional (E&O) Liability must be afforded for personal injury and Property Damage for not less than $1,000,000 each claim, $1,000,000 policy aggregate.

14.5 Cyber Liability: Coverage must be afforded in an amount not less than $1,000,000 per loss for negligent retention of data as well as notification and related costs for actual or alleged breaches of data

14.6 Other Insurance Provisions:

14.6.1 Contractor shall provide a Certificate of Insurance to County with a thirty (30) day notice of cancellation and/or changes in policy language, and ten (10) day notice if cancellation is for nonpayment of premium. The certificate shall indicate if coverage is provided under a "claims made" or "occurrence" form. If any coverage is provided under a claims made form the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

14.6.2 The project's Bid number shall be noted on the certificate.

14.6.3 All required insurance policies must be maintained until the contract work has been accepted by County.

14.6.4 Citrus County, Florida, a political subdivision of the State of Florida, its officials, employees and volunteers are to be covered as an Additional Insured on all policies except Worker's Compensation and Professional Liability. The coverage shall contain no special limitation on the scope of protection afforded to the County, its officials, employees or volunteers.

14.6.5 Contractor's insurance coverage shall be primary insurance as respects County, its officials, employees and volunteers. Any insurance or self-insurance maintained by County, its officials, employees or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

14.6.6 For all policies of insurance except Professional Liability: Contractor and its insurance carrier waive all subrogation rights against County for all losses or damages that occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not. The County requires General Liability policies to be endorsed with CG 24 04 Waiver of Transfer of Rights of Recovery Against Others to Us or similar endorsement, and a WC 00 0313 Waiver of Our Right to Recover from Others for Workers Compensation coverage.

14.6.7 The Certificate Holder should read as follows: Citrus County, Florida, political subdivision of the State of Florida, 3600 W. Sovereign Path, Lecanto, FL 34461.

14.6.8 It is Contractor's responsibility to insure that all subcontractors comply with these insurance requirements. Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each sub-contractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

14.6.9 All required insurance policies must be written with an insurance carrier having a minimum A.M. Best rating of A-.

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14.6.10 All Certificates must show that the Contractor's policies have been endorsed per the requirements.

14.6.11 Once ALL paperwork is completed and received by the County, an email will be sent to Contractor requesting online registration with myCOI. It is critical that the County is provided with an accurate email address. The **cost to register is $19.95** per year and a credit/debit card will be needed. Part of the registration process includes providing contact information for Contractor's insurance agent(s), which will be needed at the time of registration. Once registered, an email will be sent to the insurance agent(s) requesting them to upload a current Certificate of Insurance (COI) directly into the myCOI website. Certificates of Insurance cannot be mailed, emailed or faxed to County. Contractor will not be allowed to begin work and no payments will be made until registration is completed and a compliant Certificate of Insurance is received from Contractor's agent(s). This is a yearly requirement for the duration of the Agreement.

15.0 Indemnification: Contractor shall indemnify, save and hold harmless the County and all its officers, agents or employees from all causes of action, claims, demands, losses, liabilities and expenditures of any nature whatsoever, including defense costs and fees, caused by intentional or negligent acts of, or omissions of Contractor, its subcontractors, agents or employees or accruing, resulting from, or related to the subject matter of this Agreement including without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. Neither Contractor, nor any of its agents will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the County or any of its officers, agents or employees. In the event any lawsuit or other proceeding is brought against County by reason of any such claim, cause of action or demand, Contractor shall, upon written notice from County, resist and defend such lawsuit or proceeding by counsel satisfactory to County or, at County's option, pay for an attorney selected by County to defend County. This indemnification includes attorney's fees and all costs of litigation including appellate attorney's fees and costs as well as any judgments. The parties agree that this clause shall not waive the benefits or provisions of section 768.28, Florida Statutes, or any similar provision of law. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the County, any sums due Contractor under this Agreement may be retained by County until all of the County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by County.

16.0 Termination of Agreement: Either party may terminate this Agreement by giving the other party thirty (30) days written notice. In the event of termination, County will be responsible for compensating Contractor only for those Services satisfactorily completed or partially completed up to the date of termination. Contractor shall not be entitled to compensation for loss of anticipated profit.

17.0 Licenses and Certifications: Contractor, or its sub-contractor(s), shall possess and maintain during the term of this Agreement any and all licenses required to perform the Services covered under this Agreement, as stipulated by the State of Florida and Citrus County Florida.

18.0 Additional Terms and Conditions:

18.1 Advertising: Subject to Chapter 119, Florida Statutes, Contractor shall not publicly disseminate any information concerning the Agreement without prior written approval from County, including, but not limited to mentioning the Agreement in a press release or other promotional material, identifying County as a reference, or otherwise linking Contractor's name and either a description of the Agreement or the name of County in any material published, either in print or electronically, to any entity that is not a party to the Agreement.

18.2 Assignment: Neither County nor Contractor shall sell, assign or transfer any of its rights, duties or obligations under the Agreement without the prior written consent of the other Party. In the event of any assignment, Contractor remains secondarily liable for performance of the Agreement, unless County expressly waives such secondary liability.

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18.3 Bankruptcy or Insolvency: Contractor shall promptly notify County in writing of the filing of any voluntary or involuntary petition for bankruptcy and/or of any insolvency of Contractor or any of its subcontractors who are involved in the provision of the Services under this Agreement.

18.4 Compliance with Laws: Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Local, State and Federal agencies having jurisdiction and authority. These laws, shall include, but not be limited to, Chapter 287 of the Florida Statutes, the Uniform Commercial Code, the Immigration and Nationalization Act, the Americans with Disabilities Act, the United States Occupational Safety and Health Act, the United States Environmental Protection Agency, the State of Florida Department of Environmental Protection, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, sexual orientation, gender identity or expression or veteran's status. Violation of such laws shall be grounds for termination of the Agreement.

18.5 Conflict of Interest: Contractor covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner of degree with the performance of the Services covered under this Agreement. Furthermore, Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Contractor any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor, and its subcontractors at any tier, certify that they have not entered into any contract, sub-contract, or arrangement in connection with the Project covered under this Agreement, or of any property included or planned to be included in the Project, in which any member, officer, of employee of Contractor or its subcontractors, during its tenure, or for two years thereafter, has any interest, direct or indirect. Contractor, and its subcontractors at any tier, shall insert the following provision into each of their contracts and sub-contracts.

> *"No member, officer, or employee of the sub-contractor, during their tenure or for two years thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof."*

18.6 Correction of Services: Contractor shall promptly remove from the premises all Services rejected by County for failure to comply with the Contract Documents, whether incorporated into the Project or not, and Contractor shall promptly replace and re-execute the Services in accordance with the Contract Documents, without additional expense to County, and shall bear the expense of making good all Services of other contractor's work destroyed or damaged by such removal or replacement. All removal and replacement of Services shall be done at Contractor's expense. If Contractor does not take action to remove such rejected Services within ten (10) calendar days after receipt of written notice from County, County may remove such Services on their own and store the materials at the expense of Contractor.

18.7 County Funds: If sufficient funding is not available for Contractor to complete the Services, County reserves the right to modify the terms and conditions of the Agreement to change the Scope of Services to reduce the cost to match any available funding. If such modifications to the Scope of Services are not feasible, or if funding has been totally exhausted prior to Contractor's completion of its Services, the Agreement shall be terminated on terms reasonably acceptable to both parties. Additionally, in accordance with Section 216.347, Florida Statutes, and as provided herein, Contractor may not expend any County funds for the purpose of lobbying the legislature, or local, state or federal agencies.

18.8 Debarment: Contractor certifies to the best of their knowledge and belief, that they and their principals 1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Municipal, County, State or Federal department or agency, 2) have not, within a three-year period preceding execution of this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property, 3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above, 4) have not within a three-year period

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preceding execution of this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default, and 5) will advise County immediately if their status changes and will provide an explanation for the change in status.

18.9 Disposal of Wastes: Contractor shall handle any waste materials generated in the performance of the Services in full compliance with all laws, regulations, and requirements of all governmental authorities and those of County. Contractor shall use only disposal facilities which have proper permits and are in full compliance with all Laws. Contractor agrees that County has the right to reject, for any reason, Contractor's use of any particular disposal facility.

18.10 Dispute Resolution: For any dispute concerning performance of the Agreement, which includes without limitation controversies based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission, County shall attempt to reach a mutual agreement as to the settlement and resolution of the dispute with Contractor. Should a mutual agreement not be reached, County shall render a decision and reduce such to writing and serve a copy on Contractor. The decision shall be final and conclusive.

18.11 Documentation: All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived there from, will be considered works made for hire and will become the property of County upon expiration or termination of the Agreement without restriction or limitation on their use. Upon delivery to County of said document(s), County will become the custodian thereof in accordance with Chapter 119, Florida Statutes. Contractor will not copyright any material and products or patent any invention developed under this Agreement. Copies of these documents are not to be sold or distributed to third parties without the written consent of County.

18.12 Drug Free Workplace: Contractor certifies that it has in place a Drug-Free Workplace Program in accordance with the Drug-Free Workplace Act of 1988 (41 U.S.C. 702-706).

18.13 Employees, Subcontractors and Agents: All Contractor employees, subcontractors, and agents performing any of the Services under the Agreement shall be properly trained to meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of certification or other proof of qualification. All employees, subcontractors, and agents of Contractor must comply with all security and administrative requirements of County. County may conduct, and Contractor shall cooperate in, a security background check or otherwise assess any employee, sub-contractor, and agent of Contractor. County may refuse access to, or require replacement of, any of Contractor's employee, subcontractor and agent for cause, including, but not limited to, technical or training qualifications, quality of services, change in security status, or non-compliance with County's security or other requirements. Such refusal shall not relieve Contractor of its obligation to perform all Services in compliance with the Agreement. County may reject and bar from any facility for cause any of Contractor's employees, subcontractors, or agents. County shall have the right to review and approve any sub-contractor used by Contractor. Contractor shall be fully responsible to County for the acts and omissions of its subcontractors, and persons directly or indirectly employed by them. It is Contractor's responsibility to ensure that their subcontractors are properly licensed to do business in the State of Florida and Citrus County, as required by law.

18.14 Environmental Issues: All notifications regarding environmental issues or requirements shall be sent immediately to County's Contact Person. Unless directed otherwise by County, Contractor is not to contact any local, state or federal governmental agencies concerning environmental issues involving the Project Site.

18.15 Equal Employment Opportunity: Contractor shall not discriminate on the basis of race, color, sex, age, national origin, religion, and disability or handicap in accordance with the Provisions of: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000 et seq.), Title VII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), Florida Civil Rights Act of 1992 (§ 760.10 et seq.), Title 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375, Title 49 CFR 23 and Title 49 CFR 26 for Disadvantaged Business Enterprises, Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.), Title 49 CFR 21 and Title 49 CFR 23, Nondiscrimination on the basis of handicap, Title 49 CFR 27, Americans with Disabilities Act of 1990 (42 U.S.C. 12102, et. seq.), Federal Fair Labor Standards Act (29 U.S.C. § 201, et seq.), and any other

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Federal and State discrimination statutes. Contractor shall furnish pertinent information regarding its employment policies and practices as well as those of their proposed subcontractors as the State of Florida Department of Transportation, the Secretary of Labor, or County may require. The above shall be required of any sub-contractor hired by Contractor. All Equal Employment Opportunity requirements shall be included in all non-exempt sub-contracts entered into by Contractor. Sub-contracts entered into by Contractor shall also include all other applicable labor provisions. No sub-contract shall be awarded to any non-complying sub-contractor. Additionally, Contractor shall insert in its sub-contracts a clause requiring subcontractors to include these provisions in any lower tier sub-contracts that may in turn be made. Contractor shall comply with all state laws and local ordinances, except that any preferential consideration of local in-state subcontractors is NOT allowed.

18.16 E-Verification System: Contractor shall comply with the Executive order No. 12989 as amended, and Executive Order No. 11-116, and agrees to utilize the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of: (1) all persons employed by Contractor during the contract term to perform any duties within Florida, and; (2) all persons, including subcontractors, assigned by Contractor to perform work pursuant to this Contract. Contractors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.

18.17 Force Majeure Event: Neither party shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control, and not a result of the fault or negligence of, the affected party (a "Force Majeure Event"). If a party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such party shall immediately provide notice to the other party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), act of God (excluding normal or seasonal weather conditions), war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes and severe floods.

18.18 Governing Law and Venue: The Agreement shall be governed in accordance with the laws of the State of Florida. In the event of litigation with respect to the obligation of the parties to the Agreement, the jurisdiction and venue of such action shall be an appropriate State Court in Citrus County, Florida.

18.19 Governmental Restrictions: If Contractor believes that any governmental restrictions have been imposed that require alteration of the materials used, the quality, workmanship or performance of the Services offered under the Agreement, Contractor shall immediately notify County in writing, indicating the specific restriction. County reserves the right and the complete discretion to accept any such alteration or to cancel the Agreement at no further expense to County.\

18.20 Immigration and Nationality Act: Contractor shall comply with all immigration laws as outlined in 8 USC § 1324a - Unlawful employment of aliens. County will not intentionally award County contracts to any Contractor who knowingly employs unauthorized Alien workers. Any violation of the employment provisions outlined in the Immigration and Nationality Act throughout the term of any Agreement with County may result in immediate termination of the Agreement. County will consider the employment of unauthorized aliens a violation of Section 274A (e) of the Immigration and Nationality Act. Such violation will be cause for unilateral cancellation of the Agreement, by County, if Contractor knowingly employs unauthorized aliens.

18.21 Inspection, Performance, Supervision: County reserves the right to inspect the Services provided by Contractor, whether partially or fully completed, at any time, as deemed appropriate by County for the purpose of ensuring Contractor's performance under the Agreement. Such inspections performed by County, shall not be construed as a final approval of Contractor's Service, and shall not relieve Contractor from its obligations under the Agreement. County reserves the right to inspect, at any reasonable time with prior notice, Contractor's facilities to assess conformity of the provision of the Services with the Agreement requirements. County reserves the right to investigate or inspect, at any time, whether the provision of the

Attachment: SGS 21-057 AGENDA 5-11-21 (12783 : SGS 21-057 Website Annual Service Package for VCB; Tempest Interactive Media, LLC)

Services complies with the Agreement requirements. Contractor shall at all times during the Agreement term remain responsive and responsible. Contractor must be prepared, if requested by County, to present evidence of experience, ability, and financial standing, as well as a statement as to capacity of Contractor for the performance of the provision of the Services covered under the Agreement. This paragraph shall not mean or imply that it is obligatory upon County to make an investigation either before or after award of the Agreement, but should County elect to do so, Contractor is not relieved from fulfilling all Agreement requirements. Contractor shall supervise and direct the performance of its Services and shall be solely responsible for the means, methods, techniques, sequences, and safety of construction. Contractor will employ and maintain at the Project Site a qualified supervisor or superintendent who shall have been designated in writing by Contractor as the Contractor's representative at the Project Site. The supervisor or superintendent shall have full authority to act on behalf of Contractor and all communications given to the supervisor or superintendent shall be as binding as if given directly to Contractor. The supervisor or superintendent shall be present on the Project Site at all times as required to perform adequate supervision and coordination of the Contractor's Services.

18.22 Lawful Claims and Demands: Should any outstanding claims by subcontractors or suppliers incurred in the performance of the Services materialize after County has made Payment to Contractor, Contractor will indemnify and save County harmless from such claims. Acceptance by Contractor of payment shall be and shall operate as a release to County of all claims and all liabilities to Contractor, other than claims in stated amounts as may be specifically excepted by Contractor for things done or furnished in connection with the provision of the Services, and for every act and neglect of County and others relating to or arising out of the provision of the Services covered under this Agreement. Any payment, whether final or otherwise, shall not release Contractor or his sureties from any obligations under the Agreement.

18.23 Lobbying: Contractor shall not, in connection with the Agreement, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any County officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any County officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, Services, employment, or contracts of any kind.

18.24 Local Preference / Workforce Labor: County believes that the hiring of workforce labor by contractors to whom County awards contracts should, to the maximum extent, be citizens within its boundaries that are unemployed or seeking work for the first time. To that extent, County has agreed to notify CLM Workforce Connection of all awards involving construction and other types of services. CLM Workforce Connection is a local business-led organization that plans and coordinates quality employment and training services for businesses and individual career seekers in Citrus County. Contractor will be contacted by CLM Workforce Connection, to discuss hiring through its staff and services. Contractor's participation with CLM Workforce Connection is not required as a condition of this Agreement, but rather an opportunity for greater support for the community of Citrus County and Contractor in hiring assistance.

18.25 Materials, Services, and Facilities: It is understood that, except as otherwise specifically stated in the Contract Documents, Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Services within the specified time.

18.26 Non-Collusion: Contractor agrees that neither it, nor any of its officers, partners, agents or employees have entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of a free competitive solicitation in connection with this Agreement, and that Contractor intends to do the work with its own bona fide employees or subcontractors and has not provided a response for the benefit of another contractor. Furthermore, Contractor certifies that its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to submitting a response on any public contract.

18.27 Patent and Copyright Responsibility: Any material, design or supplied specified by Contractor or supplied by Contractor pursuant to this Agreement shall not knowingly infringe any patent or copyright, and

Attachment: SGS 21-057 AGENDA 5-11-21 (12783 : SGS 21-057 Website Annual Service Package for VCB; Tempest Interactive Media, LLC)

Contractor shall be solely responsible for securing any necessary licenses required for patented or copyrighted material utilized by Contractor in the performance of the services.

18.28 Project Site Conditions: Contractor shall be deemed to have examined the Project Site, if applicable and to have secured full knowledge of all conditions under which the Services are to be executed and completed.

18.29 Protection of Persons: Contractor will be responsible for the safety of its employees and the employees of its subcontractors, during the provision of the Services. Contractor will be responsible for initiating, maintaining and supervising all safety programs in connection with the provision of the Services in accordance with applicable safety standards and regulations, as promulgated by the United States Occupational Safety and Health Act. Contractor shall report promptly to County any accident or unusual occurrence during performance of the Services, including personal injury or death to any Contractor employee, sub-contractor employee or any member of the public, or any damage to any of County's property, the Project Site, or adjacent property.

18.30 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 contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

18.31 Relationship: Contractor is an independent contractor to County in the provision of the Services under this Agreement and is not an employee, agent, joint-venture, or partner of County.

18.32 Risk of Loss: Until the Services have been accepted by County, risk of loss or damage to any materials, equipment, supplies or work product, whether partially or fully completed, that are associated with the Services shall remain with Contractor.

18.33 Schedules, Reports and Records: Contractor shall submit to County cost schedules, progress schedules, estimates, records, reports, and any other data, as related to the provision of the Services covered under the Agreement. Furthermore, County reserves the right to inspect and audit Contractor's books and records relating to the Agreement, when deemed appropriate by County. All schedules, reports and records of Contractor, as they relate to the Agreement, shall be retained by Contractor for a period of three (3) years from the date of final payment under the Agreement.

18.34 Security and Confidentiality: Contractor shall comply fully with all security procedures of County in the performance of the Agreement. Contractor shall not divulge to third parties any information obtained by Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of the provision of the Services without the written consent of County. However, Contractor shall be permitted to release information to third parties if such information is publicly available through no fault of Contractor, information that Contractor developed independently without relying on County's information, or information that is otherwise obtainable under State and Federal law as a public record. To insure confidentiality, Contractor shall take appropriate measures as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Agreement.

18.35 Severability: If a court deems any provision of the Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

18.36 Survival: All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive completion or termination of the Agreement for any reason.

18.37 Taxes: Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by Contractor in accordance with the laws and regulations of the State of Florida which are applicable to the

Attachment: SGS 21-057 AGENDA 5-11-21 (12783 : SGS 21-057 Website Annual Service Package for VCB; Tempest Interactive Media, LLC)

provision of the Services under the Agreement. County will not pay for any personal property taxes levied on Contractor or for any taxes levied on Contractor's employees' wages. County is a political subdivision of the State of Florida and holds a State of Florida Sales Tax Exemption Certificate (No. 85-8012621778C-1). All purchases made by County directly from a dealer, distributor or manufacturer for materials, equipment or supplies ("direct purchase") instead of through the Contractor are exempt from sales, consumer, use and other similar taxes.

18.38 Waiver: The delay or failure by County to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of County's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude the County of any other or further exercise thereof or the exercise of any other right.

19.0 Authority: Each person signing the Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

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Attachment: SGS 21-057 AGENDA 5-11-21 (12783 : SGS 21-057 Website Annual Service Package for VCB; Tempest Interactive Media, LLC)

IN WITNESS WHEREOF, this Agreement is accepted by the parties as of the date noted below.

Signature of Witness (1)

Alex Heiman, CEO
Printed Name of Witness (1)

Signature of Witness (2)

Gregg Shapiro, CCO
Printed Name of Witness (2)

TEMPEST INTERACTIVE MEDIA, LLC

BY: _____
MATTHEW KURKE,
CHIEF FINANCIAL OFFICER

STATE OF New Jersey

COUNTY OF Gloucester

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 10th day of April, 2021, by Matthew Kurke as Chief Financial Officer who is ☐ personally known to me or ☑ who produced NJ Driver License as identification.

Witness my hand and official seal this 10th day of April, 2021.

NOTARY PUBLIC Signature
Printed Name: Justin Baum
Commission No.: 50089073
Expiration Date: 08/27/2023

SEAL

Justin Baum
State of NJ ID #50089073
Commission Expires 8/27/2023

Official use only

CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ATTEST:

BY: _____
SCOTT CARNAHAN, CHAIRMAN

ANGELA VICK, CLERK

DATE: _____

Attachment: SGS 21-057 AGENDA 5-11-21 (12783 : SGS 21-057 Website Annual Service Package for VCB; Tempest Interactive Media, LLC)

Fee Schedule

ONGOING FEES (recurring on a yearly basis)

WEBSITE SUPPORT (6 hours per month at discounted hourly rate of $125)	$9,000.00
TEMPEST DESTINATION SUITE FOR CRAFT™ 3 ANNUAL SUBSCRIPTION FEE	$12,000.00
ANNUAL WEBSITE HOSTING FEE	$2,400.00
TOTAL ONGOING ANNUAL FEES	$23,400.00

Attachment: SGS 21-057 AGENDA 5-11-21 (12783 : SGS 21-057 Website Annual Service Package for VCB; Tempest Interactive Media, LLC)

AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	PB 21-060 TWA Water Authority RFP18-100 Generator Maintenance Repair; CJ Sales and Services of Ocala
AGENDA DATE:	**May 11, 2021**

BRIEF OVERVIEW:

October 24, 2018, Tohopekaliga Water Authority (TWA) awarded RFP 18-100 Generator Maintenance and Repair Services to CJ's Sales and Services of Ocala, Inc., effective through October 23, 2021 with two (2) additional one-year periods.

Staff desires to piggyback the TWA Agreement with CJ's Sales and Services of Ocala, Inc. to provide Generator Maintenance and Repair for County departments.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance*
9000-54605	Equip Maint	$346,203	$37,036	$31,118	$278,049

*available balance prior to award

RECOMMENDED ACTION:

Approve and Authorize the Chairman to execute the Agreement between Citrus County, Florida and CJ's Sales and Services of Ocala, Inc. to provide Generator Maintenance and Repair for County departments.

BOARD OF COUNTY COMMISSIONERS
DEPARTMENT OF WATER RESOURCES
DIVISION OF UTILITIES
3600 W. Sovereign Path, Suite 292
Lecanto, Florida 34461-7788

Telephone: (352) 527-7650 Fax: (352) 527-7644
Citrus Springs/Dunnellon/Inglis/Yankeetown area - Toll Free (352) 489-2120
TTY Telephone: (352) 527-5312
www.bocc.citrus.fl.us

MEMORANDUM

TO: Linda Morse, Purchasing & Contracts Manager

Thru: Gary Loggins, Director, Utilities Operations Division, Water Resources

FROM: Victor A Lebron, Utilities Operations Manager, Water Resources

DATE: February 17, 2021

RE: **Piggybacking on the TOHO WATER AUTHORITY contract # RFP-18-100 for Generator Maintenance and Repair Services**

Citrus County Utilities Division is requesting to piggyback the Generator Maintenance and Repair Services Contract Agreement between CJ's Sales and Services and Tohopekaliga Water Authority. At this time Citrus County Utilities is in need of a reliable company that can provide service to the generators which is crucial to ensure the operations and staying in compliance, starting from the treatment plants to the collection system in an event the power company can't provide the service. The term of this Agreement is from October 24, 2018 and continue through October 23, 2021 and have two additional one-year period renewal option. If given approval this contract will allow CCUD to coordinate PM maintenance and emergency repairs on all Generators ensuring proper service and prolonging the service live on the equipment with documented maintenance performed by a qualified professional contractor, not to mention ensuring the public safety and the ability to restore the utilities services to our customers in a timely and efficient manner. I understand this contract pricing by CJ's Sales and Services is a very competitively priced and we feel the contractor will serve Citrus County Utilities Department and their customers very well.

Attachment: PB 21-060 AGENDA 5-11-21 (12785 : PB 21-060 TWA Water Authority RFP18-100 Generator Maintenance Repair; CJ Sales and

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/23/2020

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
Lassiter-Ware Insurance
1317 Citizens Blvd.
Leesburg FL 34748

CONTACT NAME: Carol Lagan
PHONE (A/C, No, Ext): (800) 845-8437 **FAX (A/C, No):** (888) 883-8680
E-MAIL ADDRESS: CarolL@lassiterware.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Depositors Insurance Company	42587
INSURER B :	Allied Property & Casualty Insurance Company	42579
INSURER C :	Western World Insurance Company	13196
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
CJ's Sales & Service of Ocala, Inc., DBA: CJ's Power Systems
132 NE 17th Place
Ocala FL 34470

COVERAGES **CERTIFICATE NUMBER:** 2021 Master w/Pollution **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	ACPGLDO3057432901	01/01/2021	01/01/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			ACPCAP3057432901	01/01/2021	01/01/2022	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
C	Pollution Liability			EVP100005403	01/01/2021	01/01/2022	Aggregate Deductible	$ 2,000,000 $ 5,000

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

Contract ID: ITB 045-14
Citrus County, Florida, is included as additional insured under the terms and conditions of the attached forms and General Liability policy, when additional insured status is required by written contract. Waiver of Subrogation is included as part of the General Liability policy and applies when required by written contract, provided the contract is executed prior to any loss.

CERTIFICATE HOLDER
Citrus County, Florida
3600 W. Sovereign Path
Ste 180
Lecanto FL 34461

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
Thomas D. Talley III

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Attachment: PB 21-060 AGENDA 5-11-21 (12785 : PB 21-060 TWA Water Authority RFP18-100 Generator Maintenance Repair; CJ Sales and

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/22/2021

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 Services for CoAdvantage
Jeffrey Rendel
250 Tequesta Drive
Tequesta, FL 33418

CONTACT NAME:
PHONE (A/C, No, Ext): (866) 854-5423 **FAX (A/C, No):**
E-MAIL ADDRESS: coi@coadvantage.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : American Zurich Insurance Company	40142
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
CoAdvantage Corporation Alt. Emp: CJ's Sales and Service of Ocala dba: CJ's Power Systems
3350 Buschwood Park Drive #200
Tampa, FL 33618

COVERAGES **CERTIFICATE NUMBER:** 21FL0901046422 **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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ☐ ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	WC 56-11-942-07	04/01/2021	04/01/2022	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000
				Location Coverage Period:	04/01/2021	04/01/2022	**Client#** 108069-FL	

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

Coverage is provided for only those co-employees of, but not subcontractors to: CJ's Sales and Service of Ocala dba: CJ's Power Systems
132 NE 17th Place
Ocala, FL 34470

RE: Division Name: All Vendors. Contract ID: ITB 045-14
A Waiver of Subrogation applies in favor of certificate holder as required by written contract

Endorsements: Waiver of Subrogation

CERTIFICATE HOLDER

Citrus County, Florida
3600 W. Sovereign Path
Suite 180
Lecanto, FL 34461

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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Attachment: PB 21-060 AGENDA 5-11-21 (12785 : PB 21-060 TWA Water Authority RFP18-100 Generator Maintenance Repair; CJ Sales and

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY **WC 00 03 13**

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

IN FAVOR OF:

Citrus County, Florida
3600 W. Sovereign Path
Suite 180
Lecanto, FL 34461

WORK PERFORMED BY CO-EMPLOYEES OF:

CJ's Sales and Service of Ocala dba: CJ's Power Systems
132 NE 17th Place
Ocala, FL 34470

ON THE FOLLOWING PROJECT:

RE: Division Name: All Vendors. Contract ID: ITB 045-14
A Waiver of Subrogation applies in favor of certificate holder as required by written contract

FEE FOR THIS WAIVER IS:

Premium will be waived

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 04/01/2021 Policy No: WC 56-11-942-07 Endorsement No:

Insured: CoAdvantage Corporation Alt. Emp: CJ's Sales and Service of Ocala dba: CJ's Power Premium: $

Insurance Company: American Zurich Insurance Company Countersigned By:

Authorized Representative

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Attachment: PB 21-060 AGENDA 5-11-21 (12785 : PB 21-060 TWA Water Authority RFP18-100 Generator Maintenance Repair; CJ Sales and

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

Acct#: 2707101

DATE (MM/DD/YYYY)
5/4/2020

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	CONTACT NAME: Lockton Affinity, LLC	
Lockton Affinity, LLC P. O. Box 879610 Kansas City, MO 64187-9610	PHONE (A/C.NO Ext): 877-320-9393	FAX (A/C, No): 913-652-7599
	E-MAIL ADDRESS: EFM@locktonaffinity.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Old Republic Insurance Company	24147
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
CJ's Sales & Service of Ocala, Inc.
132 NE 17th PL
Ocala, FL 34470

COVERAGES **CERTIFICATE NUMBER** **REVISION NUMBER**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY 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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	
	Claims / Occur						DAMAGE TO RENTED PREMISES (Ea occurrence)	
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	
	POLICY / PROJEC / LOC						PRODUCTS - COMP/OP AGG	
	OTHER							
A	AUTOMOBILE LIABILITY	X	X	L319082-20	05/01/2020	05/01/2021	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E L EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E L DISEASE - EA EMPLOYEE	$
							E L DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) GPBR: 2S50

Policy provides protection for any and all operations/jobs performed by the named insured where required by written contract. Certificate holder is an Additional Insured where required by written contract. Waiver of Subrogation included by written contract. Insurance is primary and non-contributory.

CERTIFICATE HOLDER

Citrus County, Florida
3600 W. Sovereign Path
Suite 180
Lecanto, FL 34461

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

Patti D. Stanley

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Attachment: PB 21-060 AGENDA 5-11-21 (12785 : PB 21-060 TWA Water Authority RFP18-100 Generator Maintenance Repair; CJ Sales and

American Zurich Insurance Company

AMB #: 002743 **NAIC #: 40142** **FEIN #: 363141762**

Domiciliary Address
1299 Zurich Way
Schaumburg, Illinois 60196-1056United States
Web: www.zurichna.com
Phone: 800-987-3373
Fax: 877-962-2567
AM Best Rating Unit: AMB #: 086976 - Zurich Insurance Group Ltd
Based on AM Best's analysis, 050457 - Zurich Insurance Group Ltd is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A+ (Superior)
Affiliation Code:	g (Group)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	October 02, 2020
Initial Rating Date:	June 30, 1982

Long-Term Issuer Credit View Definition

Rating (Rating Category):	aa- (Superior)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	October 02, 2020
Initial Rating Date:	September 14, 2004

Depositors Insurance Company

AMB #: 001872 **NAIC #: 42587** **FEIN #: 421207150**

Mailing Address
One West Nationwide Blvd 1-04-701
Columbus, Ohio 43215-2220United States
Web: www.alliedinsurance.com
Phone: 515-508-4211
Fax: 866-315-1430
AM Best Rating Unit: AMB #: 005987 - Nationwide Group
Based on AM Best's analysis, 002358 - Nationwide Mutual Insurance Company is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A+ (Superior)
Affiliation Code:	r (Reinsured)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	December 17, 2020
Initial Rating Date:	June 30, 1985

Long-Term Issuer Credit View Definition

Rating (Rating Category):	aa- (Superior)
Outlook (or Implication):	Stable
Action:	Affirmed

Attachment: PB 21-060 AGENDA 5-11-21 (12785 : PB 21-060 TWA Water Authority RFP18-100 Generator Maintenance Repair; CJ Sales and

Effective Date: December 17, 2020
Initial Rating Date: May 03, 2006

ALLIED Property and Casualty Insurance Company

AMB #: 001772 **NAIC #: 42579** **FEIN #: 421201931**

Mailing Address
One West Nationwide Blvd 1-04-701
Columbus, Ohio 43215-2220United States
Web: www.alliedinsurance.com
Phone: 515-508-4211
Fax: 866-315-1430
AM Best Rating Unit: AMB #: 005987 - Nationwide Group
Based on AM Best's analysis, 002358 - Nationwide Mutual Insurance Company is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category): A+ (Superior)
Affiliation Code: r (Reinsured)
Outlook (or Implication): Stable
Action: Affirmed
Effective Date: December 17, 2020
Initial Rating Date: June 30, 1984

Long-Term Issuer Credit View Definition

Rating (Rating Category): aa- (Superior)
Outlook (or Implication): Stable
Action: Affirmed
Effective Date: December 17, 2020
Initial Rating Date: May 03, 2006

Western World Insurance Company

AMB #: 003132 **NAIC #: 13196** **FEIN #: 020266622**

Administrative Office
300 Kimball Drive Suite 500
Parsippany, New Jersey 07054United States
Web: www.westernworld.com
Phone: 201-847-8600
Fax: 201-847-1010
AM Best Rating Unit: AMB #: 005953 - AIG Property Casualty Insurance Group

Based on AM Best's analysis, 058702 - American International Group, Inc. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category): A (Excellent)
Affiliation Code: g (Group)
Outlook (or Implication): Stable
Action: Affirmed
Effective Date: August 19, 2020
Initial Rating Date: June 30, 1970

Long-Term Issuer Credit View Definition

Rating (Rating Category): a (Excellent)

Attachment: PB 21-060 AGENDA 5-11-21 (12785 : PB 21-060 TWA Water Authority RFP18-100 Generator Maintenance Repair; CJ Sales and

Outlook (or Implication): Stable
Action: Affirmed
Effective Date: August 19, 2020
Initial Rating Date: April 24, 2007

Old Republic Insurance Company

AMB #: 000733 **NAIC #: 24147** **FEIN #: 250410420**

Domiciliary Address
631 Excel Drive Suite 200
Mt. Pleasant, Pennsylvania 15666United States
Web: www.oldrepublic.com
Phone: 724-834-5000
Fax: 724-834-8204
AM Best Rating Unit: AMB #: 002976 - Old Republic Insurance Companies
Based on AM Best's analysis, 058439 - Old Republic International Corporation is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category): A+ (Superior)
Outlook (or Implication): Stable
Action: Affirmed
Effective Date: May 21, 2020
Initial Rating Date: June 30, 1940

Long-Term Issuer Credit View Definition

Rating (Rating Category): aa- (Superior)
Outlook (or Implication): Stable
Action: Affirmed
Effective Date: May 21, 2020
Initial Rating Date: June 20, 2005

Attachment: PB 21-060 AGENDA 5-11-21 (12785 : PB 21-060 TWA Water Authority RFP18-100 Generator Maintenance Repair; CJ Sales and

Attachment: PB 21-060 AGENDA 5-11-21 (12785 : PB 21-060 TWA Water Authority RFP18-100 Generator Maintenance Repair; CJ Sales and

SERVICES AGREEMENT

This Services Agreement is entered into by the parties this _____ day of _____, 2021.

1.0 Parties:

Citrus County, Florida, a political subdivision of the State of Florida, (County).

and

CJ's Sales and Services of Ocala, Inc., (Contractor).

2.0 Designated Contact Person as to County:	**3.0 Designated Contact Person as to Contractor:**
Gary Loggins, Director Utility Operations & Maintenance Division 3600 W. Sovereign Path Lecanto, Florida 34461 Phone: 352-527-7653 Fax: 352-527-7644 Email: gary.loggins@citrusbocc.com	Misty Perry, President CJ's Sales and Services of Ocala, Inc. 132 NE 17th Place Ocala, Florida 34470 Phone: 352-732-0271 Fax: 352-732-0225 Email: info@cjspower.com

4.0 Notices: All notices between County and Contractor, as required under the Agreement, shall be by telephone, facsimile, e-mail, mail, or by personal delivery to the respective designated contact person identified above. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

5.0 Entire Agreement: This Agreement, and its associated Documents referenced herein, together with any executed Addenda, shall constitute the entire Agreement between Contractor and County (hereinafter referred to as the "Agreement").

6.0 Agreement Documents:

Exhibit A - Tohopekaliga Water Authority (TWA) Contract and Amendment 1 to Agreement RFP18-100 Generator Maintenance and Repair

7.0 Terms of Agreement and Commencement of Services: This Agreement shall begin on the date signed by the last party and shall be effective through October 23, 2021, This agreement may be renewed for two additional one (1) year periods. If Tohopekaliga Water Authority (TWA) renews its Agreement with Contractor then this Agreement shall automatically renew for the additional time period. If the Agreement between Contractor and Tohopekaliga Water Authority (TWA) is terminated earlier than the expiration of the renewed Agreement, then this Agreement shall automatically terminate on such date of termination. This Agreement between County and Contractor shall expire on the date that Contractor's agreement with Tohopekaliga Water Authority (TWA) expires, if not terminated earlier.

8.0 Services Provided by Contractor: The Generator Maintenance and Repair Services to be provided by Contractor are set forth in Tohopekaliga Water Authority (TWA) RFP 18-100, which is incorporated herein. If County identifies any additional Services to be provided by Contractor that are not covered under this Agreement, such additional services shall be made a part of this Agreement by a written Addendum.

9.0 Governing Law and Venue: The Agreement shall be governed in accordance with the laws of the State of Florida. In the event of litigation with respect to the obligation of the parties to the Agreement, the jurisdiction and venue of such action shall be an appropriate State Court in Citrus County, Florida.

10.0 Public Records: Contractor will keep and maintain public records required by the County to perform the service. Upon request from the County's custodian of public records, Contractor will provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statues, or as otherwise provided by law. Contractor will ensure that the 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 term of the Agreement and following completion of the Agreement if Contractor does not transfer the records to the County. Upon completion of the Agreement, Contractor will transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by County to perform the service. If Contractor transfers all public records to County upon completion of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology system of the County. If Contractor does not comply with the County's request for public records, the County shall enforce the provisions of the Agreement in accordance with the terms of the Agreement and may cancel the Agreement.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT NANCY COLOGNA, CUSTODIAN OF PUBLIC RECORDS, AT 3600 W. SOVEREIGN PATH, LECANTO, FL 34461; EMAIL: NANCY.COLOGNA@CITRUSBOCC.COM; PHONE: (352) 527- 5235.

11.0 Insurance: During the term of the Agreement, Contractor, at its sole expense, shall provide insurance of such a type and with such terms and limits as noted in the governing Tohopekaliga Water Authority (TWA) RFP 18-100. Providing and maintaining adequate insurance coverage is a material obligation of Contractor. Contractor shall provide County a certificate(s) of insurance, evidencing such coverage.

Other Insurance Provisions:

11.01 Contractor shall provide a Certificate of Insurance to County with a thirty (30) day notice of cancellation, ten (10) day notice if cancellation is for nonpayment of premium. The certificate shall indicate if coverage is provided under a "claims-made" or "occurrence" form. If any coverage is provided under a claims-made form, the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

11.02 The project's proposal number should be noted on the certificate.

11.03 Contractor has sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. For deductible or self-insured amounts that exceed $10,000, Contractor shall maintain a Commercial Surety Bond or Letter of Credit in an amount equal to said deductible or self-insured retention.

Attachment: PB 21-060 AGENDA 5-11-21 (12785 : PB 21-060 TWA Water Authority RFP18-100 Generator Maintenance Repair; CJ Sales and

Attachment: PB 21-060 AGENDA 5-11-21 (12785 : PB 21-060 TWA Water Authority RFP18-100 Generator Maintenance Repair; CJ Sales and

11.04 All required insurance policies must be maintained until the contract work has been accepted by County. In addition, a minimum 30-day notification clause is required if any changes in policy language occur, or in the event the policy is canceled.

11.05 Citrus County, Florida, a political subdivision of the State of Florida, its officials, employees and volunteers are to be covered as an Additional Insured on all policies except Workers Compensation. The coverage shall contain no special limitation on the scope of protection afforded to County, its officials, employees or volunteers.

11.06 Contractor's insurance coverage shall be primary insurance as respects County, its officials, employees and volunteers. Any insurance or self-insurance maintained by County, its officials, employees or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

11.07 For all policies of insurance: Contractor, and its insurance carrier, waive all subrogation rights against County for all losses or damages that occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not. County requires General Liability policies to be endorsed with CG 24 04 Waiver of Transfer of Rights of Recovery Against Others to Us or similar endorsement, and a WC 00 0313 Waiver of our Right to Recover from Others for Workers Compensation coverage.

11.08 The Certificate Holder should read as follows: Citrus County, Florida, a political subdivision of the State of Florida, 3600 W. Sovereign Path, Lecanto, FL 34461.

11.09 It is Contractor's responsibility to insure that all subcontractors comply with these insurance requirements. Contractors shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

11.10 With the exception of workers compensation policies, all required insurance policies must be written by a carrier having a minimum rating of A- by A.M. Best or similar rating company. All workers compensation policies must be written by carriers admitted in the State of Florida, and who participate in the Florida Insurance Guarantee Fund.

11.11 All Certificates must show that Contractor's policies have been endorsed per the requirements.

11.12 Once ALL paperwork is completed and received by County, an email will be sent to Contractor requesting online registration with myCOI. It is critical that County is provided with an accurate email address. The cost to register is $19.95 per year and a credit/debit card will be needed. Part of the registration process includes providing contact information for Contractor's insurance agent(s), which will be needed at the time of registration. Once registered, an email will be sent to the insurance agent(s) requesting them to upload a current Certificate of Insurance (COI) directly into the myCOI website. Certificates of Insurance cannot be mailed, emailed or faxed to County. Contractor will not be allowed to begin work and no payments will be made until registration is completed and a compliant Certificate of Insurance is received from Contractor's agent(s). This is a yearly requirement for the duration of the Agreement.

12.0 Authority: Each person signing the Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

IN WITNESS WHEREOF, this Agreement is accepted by the parties as of the date noted below.

Signature of Witness (1)

Michael Skinner
Printed Name of Witness (1)

Signature of Witness (2)

Cody THEEWIS
Printed Name of Witness (2)

CJ'S SALES AND SERVICES OF OCALA, INC.

BY: Misty Perry
MISTY PERRY, PRESIDENT

STATE OF Florida
COUNTY OF marion

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 20 day of April, 2021, by Misty Perry as President who is ☑ personally known to me or ☐ who produced _____ as identification.

Witness my hand and official seal this 20 day of April, 2021.

Official use only

NOTARY PUBLIC Signature
Printed Name: Jessica A. Rhem
Commission No.: 178324
Expiration Date: 01/24/2022

Notary Public State of Florida
Jessica A Rhem
My Commission GG 178324
Expires 01/24/2022

SEAL

CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ATTEST:

ANGELA VICK, CLERK

BY: _____
SCOTT CARNAHAN, CHAIRMAN

DATE: _____

Attachment: PB 21-060 AGENDA 5-11-21 (12785 : PB 21-060 TWA Water Authority RFP18-100 Generator Maintenance Repair; CJ Sales and

FIRST AMENDMENT
RFP-18-100
AGREEMENT
FOR
GENERATOR MAINTENANCE AND REPAIR SERVICES

THIS FIRST AMENDMENT to Agreement RFP-18-100 for Generator Maintenance and Repair Services ("First Amendment") is made by and between Tohopekaliga Water Authority, an independent special district established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature, whose mailing address is 951 Martin Luther King Boulevard, Kissimmee, Florida 34741 (the "AUTHORITY") and CJ'S Sales and Service of Ocala, Inc., a Florida Profit Corporation, whose mailing address is 132 N.E. 17th Place, Ocala, Florida 34470 (the "CONTRACTOR"). The AUTHORITY and CONTRACTOR may individually be referred to as a "Party" and collectively as the "Parties."

W I T N E S E T H:

WHEREAS, the AUTHORITY desires to add a generator for generator maintenance and repair services as further described in the Agreement RFP-18-100 and approved by the Board of Supervisors on October 24, 2018, between the AUTHORITY and the CONTRACTOR; and

WHEREAS, pursuant to Section 24, Modification, the covenants, terms, and provisions of the Agreement may be modified by way of a written instrument, mutually accepted by the parties; and

WHEREAS, the purpose of this Amendment is to add one generator to the Agreement for generator maintenance and repair services.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties agree as follows:

1. Section 2, "Scope of Services," is hereby amended to add the following:

SECTION 2. SCOPE OF SERVICES.

The Scope of Services is amended to add one generator for services at the Lake Marion Water Reclamation Facility in accordance with Attachment 'A.'

2. Section 5, "Compensation," is hereby amended as follows:

SECTION 5. COMPENSATION

A. The amount to be paid for services for this additional generator shall not exceed Two Thousand Seventeen Dollars ($2,017) annually for a total not-to-exceed contract amount of One Million Seventy-Eight Thousand Thirty-Four Dollars ($1,078,034) for the term of the Agreement.

Attachment: PB 21-060 AGENDA 5-11-21 (12785 : PB 21-060 TWA Water Authority RFP18-100 Generator Maintenance Repair; CJ Sales and

B. Compensation for services completed by the CONTRACTOR shall be paid in accordance with section 218.70, Florida Statutes, Florida's Prompt Payment Act.

C. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the AUTHORITY. In its sole discretion, the AUTHORITY reserves the right to forego use of the CONTRACTOR for any project which may fall within the Scope of Services listed herein. In the event the AUTHORITY is not satisfied with the services provided by the CONTRACTOR, the AUTHORITY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem.

2. These changes shall be effective upon this Amendment being executed by both parties.

3. The terms and conditions of the original Agreement and any subsequent Amendment(s) shall remain in full force and effect. To the extent of any conflict between this Amendment and the original Agreement or any prior Amendment(s) thereto, the terms and conditions of this Amendment shall prevail.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Amendment effective the 11th day of March, 2020.

CJ'S SALES AND SERVICE OF OCALA, INC.

By: Misty Perry
Print Name: Misty Perry
Title: President

Attest: CTC
Print Name: Cody Theewis
Title: Service Manager
Address: 132 NE 17th Place
Ocala, FL 34470

TOHOPEKALIGA WATER AUTHORITY

By:
Print Name: Clarence L. Thacker
Title: Board of Supervisors Chairman

Attest:
Print Name: William Land
Title: Board of Supervisors Secretary
Address: 951 Martin Luther King Blvd.
Kissimmee, Florida 34741

STATE OF Florida
COUNTY OF Marion

The foregoing instrument was executed before me this 13 day of February, 2020, by Misty Perry as President of CJ's Sales and Service of Ocala, Inc., who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Company, and who is personally known to me OR has produced identification.

(Stamp)

Notary Public State of Florida
Jessica A Rhem
My Commission GG 178324
Expires 01/24/2022

Notary Public, State of Florida

Attachment: PB 21-060 AGENDA 5-11-21 (12785 : PB 21-060 TWA Water Authority RFP18-100 Generator Maintenance Repair; CJ Sales and

ATTACHMENT A-1
REVISED FEE FORM (NOVEMBER 2019)
RFP-18-100 Generator Maintenance and Repairs - Price List
CJ'S SALES AND SERVICE OF OCALA, INC.

Location	Description	Hours	Engine #	Model	Serial #	KW	KVA	Volts	Amps	Biannual Insp. A Unit Price	Annual Insp. B Unit Price	Total Extended C=A+B Price	Load Bank Test Price
Admin. Bldg.													
Stationary at MLK	CAT Generator	200		LC5	G5A03805	250		480					
	CAT Engine			C9	S9L02914								
	ASCO ATS			300	557683					$ 139.00	$ 448.00	$ 587.00	$ 398.00
1145 Kissimmee LS													
LS 6	CAT Generator	1081		SR4	CER00536	500		480					
	CAT Engine			3456	7WG00776								
	CAT ATS			CTG	TSA00795					$ 119.00	$ 488.00	$ 607.00	$ 598.00
LS 17	CAT Generator	825		SR4B	9DR04054	350		480					
	CAT Engine			3406	4ZR07423								
	ASCO 7000			F7ATSB3800N5	162780					$ 119.00	$ 488.00	$ 587.00	$ 498.00
LS 18	Cummins Generator	684		DQDAC-5762295	F060940198	300		480					
	Cummins Engine			QSL9GS	46637286								
	Cummins ATS			OTPCC-5762262	E060922877					$ 119.00	$ 448.00	$ 567.00	$ 598.00
LS 32	CAT Generator	456		D40-4	00644ENCD00459	40		240					
	CAT Engine			3054-C	E4M0031								
	ASCO ATS			300	317114-022					$ 119.00	$ 298.00	$ 417.00	$ 498.00
LS 35	Onan Generator	723		DGFB-5628754	G030526433	175		480					
	Cummins Engine			6CTA8.3-G2	46321107								
	Cummins T/S			OTPCC-5628753	G030523706					$ 119.00	$ 398.00	$ 517.00	$ 498.00
LS 46	Onan Generator	332		DSHAC7082041	D080173332	200		480					
	Cummins Eng			QSL9 G2 NR3	4686236								
	Onan ATS			OTPCC-7063939	B080160221					$ 119.00	$ 448.00	$ 567.00	$ 498.00
LS 55	Olympian Generator	406		D100P1	OLY00000VNPS01935	100		480					
	Perkins Engine			1500-2330	YB51047#484555314								
	ASCO ATS			300	258970					$ 119.00	$ 329.00	$ 448.00	$ 498.00
LS 57	Cat Generator	1202		SR4	CER00535	500		480					
	Cat Engine			3456	7WG00775								
	Zenith 382H			CTG	TSA00783					$ 119.00	$ 488.00	$ 607.00	$ 598.00
LS 72	Cat Generator	673		3116	5JF00826	125		480					
	Cat Engine			3116 DI	2SG00312								
	Onan			OTPCC-5928805	G070086292					$ 119.00	$ 329.00	$ 448.00	$ 498.00
LS 86	CAT Generator	644		LC5	G5A03001	250		480					
	CAT Engine			C9	S9L02081								
	CAT ATS			CTG	TSA16623					$ 119.00	$ 448.00	$ 567.00	$ 498.00
LS 97	Cummins Generator	1382		DQDAC-5762294	F060940199	300		480					
	Cummins Engine			QSL9-G5	46630414								
	Zenith			ZG45A.....	1580580					$ 119.00	$ 448.00	$ 567.00	$ 698.00
LS 111	Onan Generator	435		275DFBF	L940564B0	275		480					
	Cummins Engine			NTA855-G6	3038814								
	Onan ATS			OT600	K940564582					$ 119.00	$ 448.00	$ 567.00	$ 498.00
LS 116	Kohler Generator	1143		450ROZD71	370580	450		480					
	Detroit Engine			7237408	12VA089342								
	Zenith T/S			ZTSH100EX-5	231222					$ 119.00	$ 488.00	$ 607.00	$ 498.00
LS 208	Onan Generator	578		DFEK5788743	E070053891	500		480					
	Cummins Engine			Q5X15-G9	79245151								
	Cutler Hammer ATS			ATVMGB31200XRV	K229977					$ 119.00	$ 488.00	$ 607.00	$ 598.00
LS 209	Onan Generator	275		DQDAA-5909293	I070102988	250		480					
	Cummins Engine			QSL9-63	21792127								
	Cummins Engine			ATVILDA3040?CDM	KZAA103853					$ 119.00	$ 448.00	$ 567.00	$ 498.00
LS 221 (Z7)	Onan Generator	224		DGHDA1323085	B130463663	50		480/277					
	Cummins Engine			4BTAA3.3 G7	72006604								
	Cummins ATS			OTECA-1322307	K120422723					$ 119.00	$ 488.00	$ 607.00	$ 498.00
LS 227	CAT Generator	57		LC6	G6B11472	350		480					
	CAT Engine			C15	FSE01296								
	CAT Zenith			CTG	TSA26019					$ 119.00	$ 498.00	$ 617.00	$ 498.00
1145 Kissimmee Portables													
WS 168	Kohler Generator	2320		180ROZJ71	362264	180		480					
	John Deere Engine			6076AF011	RG6076A201197					$ 119.00	$ 398.00	$ 517.00	$ 498.00
WS 169	Kohler Generator	2448		125R0Z81	364390	125		208/480					
	John Deere Engine			6076TF010	RG6076T201410					$ 119.00	$ 398.00	$ 517.00	$ 498.00
WS 177	Kohler Generator	248		250ROZD71	378460	250	313	208/480					
	Detroit Engine			80637405	06VF215662					$ 119.00	$ 448.00	$ 567.00	$ 398.00
WS 253	Olympian Generator	1141		D125P2	F7473A/001	125		480					
	Perkins Engine			XPKXL05-9YK1	YD50701					$ 119.00	$ 329.00	$ 448.00	$ 498.00
WS 362	MAGNUM Generator	632	MGG125	363PSL1661	63205	90		208-480					
	John Deere Engine			6068TF275	PE6068T504051					$ 119.00	$ 298.00	$ 417.00	$ 398.00
WS 467	Tradewinds	433		TP-140-T3	26807	140		480/277					
	Perkins Engine			P138420	U024166U					$ 119.00	$ 329.00	$ 448.00	$ 498.00
WS 626	Tradewinds Generator	137		TP175E60T3FG?	36705	160		208/480					
	Perkins Engine			PJ70696	U046209Y					$ 119.00	$ 329.00	$ 448.00	$ 398.00
1345 BVL Area LS													
LS 1	John Deere Generator	863		JD150SS	396	150		480					
	John Deere Engine			6068HF158	CD6068H671037								
	Zenith T/S			2TG3K22EC-7	1411720					$ 119.00	$ 329.00	$ 448.00	$ 398.00

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LS 15	CAT GENERATOR		LC-5	G5AO1184	250	780					
	CAT ENGINE		C-9	S9L01249							
	ASCO 7000 T/S		H7ADT8A30800N50C	387266				$ 119.00	$ 448.00	$ 567.00	$ 498.00
LS 21	Cumins Generator	264	DSGAC1212662	I120392947	150	480					
	Cummins Engine		QSB765NR3	73449044							
	Cummins ATS		OTECB-1212681	I120389189				$ 119.00	$ 329.00	$ 448.00	$ 398.00
1345 BVL Area Portable											
WS 310	Coleman Generator	1672	CC430-50	488461	50	208/480					
	Cummins Engine		4BT-3.9	44214485				$ 119.00	$ 298.00	$ 417.00	$ 398.00
WS 384	Magnum 125	548	383PSL1661	L1 0123645-0606	125	208/460					
	John Deere Engine		6068TF275	PE6068T603077				$ 119.00	$ 329.00	$ 448.00	$ 498.00
WS 550	Tradewinds	21	TP150		105	208/460					
	Tradewinds Generator	27	TP100E60T3FG?	34070	100	480/277					
	Perkins Engine		NJ70816	U186125W				$ 119.00	$ 329.00	$ 448.00	$ 398.00
1445 Poinciana Stationary											
OPS Bldg 515CC	Generac Generator	70	SDO1003G176.7D18HP5	9627108	100	208					
	FPT Engine		F4GE9685A	J602-01229695							
	ASCO ATS		J03AUSB304000G194?	1053091				$ 119.00	$ 329.00	$ 448.00	$ 398.00
CS Bldg 601CC	Onan Generator	966	125DGEA	A940530802	125	208/120					
	Cummins Engine		6CT8.3-G	44963085							
	ASCO ATS		300	884330-002RE				$ 119.00	$ 329.00	$ 448.00	$ 498.00
LS 1 P	Cummins Generator	66	DGDA-5005602	L010312542	80	120/240					
	Cummins Engine		6BT5.9-G6	48167361							
	ASCO ATS		300	803359RE				$ 119.00	$ 298.00	$ 417.00	$ 398.00
LS 17 P	Marelli Generator	1261	MJB 250 MA4	MT15690	164	480					
	Deutz Engine		BF6M1013EC	10206805							
	Cutler Hammer ATS		ATVILDA 30400XDU	KZAA35040				$ 119.00	$ 329.00	$ 448.00	$ 398.00
LS 27 P	Marelli Generator	90	MJB 2504 MA4	MT15687	164	480					
	Deutz Engine		BF6M1013EC	10334536							
	Cutler Hammer ATS		ATVILDA 30400XDU	KZAA35040				$ 119.00	$ 329.00	$ 448.00	$ 398.00
LS 39 P	Marelli Generator	1572	MJB 250 MA4	MT15696	164	480					
	Deutz Engine		BF6M1013EC	10206806							
	ASCO ATS		300	479647-006RE				$ 119.00	$ 329.00	$ 448.00	$ 398.00
LS 42 P	Cummins Generator	270	DSFAD1217654	L120434153	80	480/277					
	Cummins Engine		QSB5-G3NR3	73770450							
	Cummins ATS		OTECC-1217653	K120422772				$ 119.00	$ 298.00	$ 417.00	$ 398.00
LS 65 P	Onan Generator	1698	15ODGFA	E940542239	150	480	226				
	Cummins Engine		6CTA8.3G	45014835							
	Onan ATS		OTPCC-5657191	A040592154				$ 119.00	$ 329.00	$ 448.00	$ 398.00
LS 67 P	Cummins Generator	230	DSFAE1217652	L120434152	80	480/277					
	Cummins Engine		QSB5G3-NR3	73474595							
	Cummins ATS		OTECC-1217653	K120422723				$ 119.00	$ 298.00	$ 417.00	$ 398.00
LS 85 P	CAT Generator	528	SR4B	9CR03187	300	240					
	CAT Engine		3406	1DZ08758							
	ASCO ATS		300	916828-002RE				$ 119.00	$ 448.00	$ 567.00	$ 850.00
LS 128 P	Onan Generator		DSHAC-4086194	C100102353	250	480					
	Cummins Engine		QSL9G2NR3	73077063							
	ASCO		7000	593498RE				$ 119.00	$ 448.00	$ 567.00	$ 498.00
1445 Poinciana Portable											
WS 445	Master Power	4	4045HF285H	PE4045LO58913	125	460/230					
	Marelli Generator	161	MJB225LA4	NV33058	139	480/277					
	John Deere Engine		4045HF285	PE4045L058913				$ 119.00	$ 329.00	$ 448.00	$ 498.00
WS 479	Tradewinds		TP150		175	208/460					
	Tradewinds Generator	531	TP-125-T3	27579		480/277					
	Perkins Engine		PT38421	027665U				$ 119.00	$ 398.00	$ 517.00	$ 398.00
TWA Training Site	Service upon request only										
Generator 1	Newage Generator		TP215		215						
	International Engine		GCA325					$ 119.00	$ 448.00	$ 567.00	$ 498.00
1110 SB WRF											
Generator 1 North	Kohler Genset	251.3	1750RE0ZD	2266761	1760	2200	480	2646			
	Detroit Diesel		T1238A36	5262003867				$ 149.00	$ 698.00	$ 847.00	$ 1,250.00
Generator 2 South	Kohler	251.2	1750RE0ZD	2266762	1760	2200	480	2646			
	Detroit Diesel		T1238A36	5262003863				$ 149.00	$ 698.00	$ 847.00	$ 1,250.00
1110 Imperial Site											
Generator 1	Onan Gen	1500	600DF5B	E940543588	600		480				
	Cummins Eng		KTA38-G2	97612-70							
	Cutler-Hammer T/S		AC-23A	SPBNH316R				$ 149.00	$ 898.00	$ 1,047.00	$ 950.00
1111 Parkway WRF											
Generator 1	Cat. Generator	303.2	SR4B-GD	G5D00498	1000	1250	480	1504			
	Cat. Engine		C32	SYCO3266							
	ASCO T/S							$ 149.00	$ 898.00	$ 1,047.00	$ 950.00
1112 Sandhill WRF											
Generator 1	Cat. Gen.	970	SR-4B	2FN00887	1000	1250	480	1503			
	Cat. Engine		3512	24Z08271							
	Cutler/Hammer T/S		DS2632	272P0241901				$ 149.00	$ 898.00	$ 1,047.00	$ 950.00
Generator 2	Cat. Gen	880	SR-4B	4GN01059	2000	2500	480	3007			
	Cat. Engine		3516	GZS00291							
	Square D T/S		NW30H	298295 FP				$ 149.00	$ 1,650.00	$ 1,799.00	$ 2,500.00
1112 Indian Ridge											
Generator 1	Katolight	1050	D135FHh4	UM3539647M36771	135			277/180			

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	Engine		D4800TA						$ 119.00	$ 329.00	$ 448.00	$ 398.00
1113 Camelot WRF												
Generator 3 Replacement	CAT Generator	1574	SR4	5UA02016	750	938	480/277	1126				
	CAT Engine		3508DITA	23Z04956								
	ASCO ATS		9210	426919001					$ 149.00	$ 698.00	$ 847.00	$ 950.00
Generator 4 Replacement	CAT Generator	269	SR5	G1E00984	1000		480/277	1504				
	CAT Engine		C32	PRH00860								
	ASCO ATS		4000	836831WE					$ 149.00	$ 898.00	$ 1,047.00	$ 950.00
1210 Harmony WRF												
Generator 1	CAT Generator	38.6	1000SC2	CAT00C32KJAZ03016	1000	1250	480/277					
	CAT Engine			PRH05933								
	ASCO ATS			1240328					$ 119.00	$ 448.00	$ 567.00	$ 498.00
1410 Cypress W WRF												
Generator 1	Cummins/Stamford Engine		P.1734G1	X17J423708								
	Cummins	13.9	DQKAB-1724808	L170289343	2000	2500	480	3007.1				
	Switch Gear		NW 40 HS	85376776803			480/277	3200	$ 149.00	$ 1,650.00	$ 1,799.00	$ 2,500.00
Generator 2	Cummins/Stamford Engine		P.1734D1	X17J433703								
	Cummins	20.4	DQGAB-1724809	L170289971	1500	1875	480	2255.3				
	Switch Gear		NW 32 H1	85131435601			480/277	3200	$ 149.00	$ 1,650.00	$ 1,799.00	$ 2,500.00
1411 Walnut DR WRF												
Generator 1	Caterpillar Generator	1261	SR4B	9DR03994	400	500	480					
	Engine								$ 119.00	$ 498.00	$ 617.00	$ 598.00
1412 Lake Marion WRF												
Generator 1	Caterpillar Generator	1143	3412	81709847G	600		480					
	Caterpillar Engine								$ 119.00	$ 688.00	$ 807.00	$ 750.00
Generator 2	Kohler											
	1000 Kw								$ 119.00	$ 898.00	$ 1,017.00	$950.00
1100 Camelot West WTP												
Generator 1 Well 1	Onan Generator	1951	300DFCB	D910384438	300		480/277					
	Cummins Engine		NTA 855-G2	30331149								
	ASCO		ADTSA30600N5?	810158RE					$ 119.00	$ 448.00	$ 567.00	$ 598.00
Generator 2 Well 2	Olympian Generator	120	D150P4	OLY00000VNN500313	150		480/277					
	Perkins Engine		1300	WR4825N1317546								
	ASCO		300	1479223					$ 119.00	$ 329.00	$ 448.00	$ 398.00
1100 N. Bermuda WTP												
Generator 1	CAT Generator	1114	SR4B	7TN00556	1600	2000	480	2405				
	CAT Engine		3516	25Z05086								
	Zenith ATS		ZTSCTH300EX-5	240400					$ 149.00	$ 1,450.00	$ 1,599.00	$ 1,250.00
NB Well 4	Kohler 150		Decision Maker									
	Kohler Engine			S/N PE6068N006346								
	Kohler ATS 150D			S/N SGM32LL3J					$ 119.00	$ 329.00	$ 448.00	$ 398.00
NB Well 5	Onan Generator	527	DQDAA-5762292	F060939841	250	312	480/277	375				
	Cummins Engine		QSL9-G5	46628704								
	Onan ATS		OTPCC	E060922879					$ 119.00	$ 448.00	$ 567.00	$ 398.00
NB Well 6	Onan Generator	620	DQDAC-5762293	F060939840	300	375	480	451				
	Cummins Engine		QSLG5	46624757								
	T/S Cummings								$ 119.00	$ 448.00	$ 567.00	$ 498.00
1100 Northwest WTP												
Generator 1	CAT Generator	1236	SR4B	7TN00680	1600	1600	480	2405				
	CAT Engine		3516	25Z06231								
	Zenith ATS		ZTSCTH400EX-5	1309910-1					$ 149.00	$ 1,450.00	$ 1,599.00	$ 1,250.00
NW Wells 1+2 Gen 1	Onan Generator	1330	DFE15R155.0	C850752987	155	194	480	233				
	Cummins Engine		NT855G	30119819								
	ASCO		7000	810480RE					$ 119.00	$ 398.00	$ 517.00	$ 498.00
NW Well 3 Gen 2	Cat Gen	990	D160	94460-G35665	160	200	480	240				
	Cat Eng		D4800									
	T/S Zenith								$ 119.00	$ 348.00	$ 467.00	$ 398.00
1100 Parkway WTP												
Generator 1	CAT Generator	1101	Cat.3412	81Z17153	450	562	480	676				
	CAT Engine		3412									
	T/S ASCO		E4473120097X	827302001					$ 129.00	$ 468.00	$ 617.00	$ 498.00
1100 Southwest WTP												
Generator 1	Cat Gen	118	SR4B	7TN01151	1750	2188	480	2632				
	Cat Eng		3516									
	T/S								$ 149.00	$ 1,650.00	$ 1,799.00	$ 1,250.00
SW Well 1 Generator 5	Stanford Gen.			A0913147462	600	800	480	3				
	Cummins Eng.		DQDAC-5762296	F060940197					$ 119.00	$ 688.00	$ 807.00	$ 750.00
SW Well 2 Generator 6	Onan Generator	453			350	438	480					
	Engine											
	T/S Zenith								$ 119.00	$ 468.00	$ 587.00	$ 498.00
1100 Spring lake WTP												
Generator 1	Onan Gen.	887			125	156.3	480	433				
	Cummins Eng.			46111102								
	T/S Onan		OTPCB-4960728	E010239665					$ 119.00	$ 329.00	$ 448.00	$ 498.00
1200 Harmony WTP												

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Generator 1	CAT Generator	587	SR4B	SDR01221	250	156.3	480	377	$ 119.00	$ 448.00	$ 567.00	$ 498.00
	CAT Engine		CAT 3306	9NR05421								
	ATS?											
Harmony Well 2	Cummins Generator				60	75	240		$ 119.00	$ 298.00	$ 417.00	$ 398.00
1300 BVL WTP												
Generator 1	Cat. Generator	420	SR4B	9DR03719	400	500	480	602	$ 119.00	$ 498.00	$ 617.00	$ 598.00
	Cat. Engine		3406	42R06643								
	T/S Zenith		ZTGK60ES-7	1316830								
1300 Bay Lake												
Generator 1	Magnetek Generator	1425	RDS500	1350535812	35	?	240/120	?	$ 119.00	$ 298.00	$ 417.00	$ 398.00
	Ford Engine		4.9L	25766F08RH								
	T/S											
1400 Poinciana WTP												
WTP 5 Huron	Onan Generator	270	DFAC-4483902	H000143064	250	312.5	480/277		$ 119.00	$ 448.00	$ 567.00	$ 498.00
	Cummins Engine		LTA-10G1	35013881								
	ASCO		300	171189								
WTP 5 Well 5-5	CAT Generator	2875	SR4	BM0E1034	125	156	480/277		$ 119.00	$ 329.00	$ 448.00	$ 498.00
	CAT Engine		3408	30A01883								
	ASCO		4000	809562-002RE								
WTP 6 BellaLago	CAT Generator	978	SR4B	9CR02930	300		480		$ 119.00	$ 448.00	$ 567.00	$ 598.00
	CAT Engine		3406	1DZ06131								
	Cutler Hammer		ATVINBA30800	4001398817								
Stoneybrook												
Booster Station	Cummins Generator		DFEJ-7091159		450		480		$ 119.00	$ 498.00	$ 617.00	$ 498.00
	Engine											
	ATS											
Intercession City	(Offline- serivce only as needed)											
	Cummins	1777.3	48T3-9CC2	C890217810	60		240		$ 119.00	$ 329.00	$ 448.00	$ 398.00

TOTAL EXTENDED PRICE	**$ 54,085.00**
Hourly Rate during Business Hours	$80.00
Emergency Hourly Rate	$120.00
% Markup of for parts, if any	20%

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RFP-18-100
AGREEMENT
GENERATOR MAINTENANCE AND REPAIR SERVICES

THIS AGREEMENT is made and entered between Tohopekaliga Water Authority, an independent special district established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature, 951 Martin Luther King Boulevard, Kissimmee, Florida 34741 (hereinafter referred to as the "AUTHORITY" or "TWA") and CJ's Sales and Services of Ocala, Inc., 132 NE 17th Place, Ocala, Florida 34470, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the AUTHORITY has competitively solicited for generator maintenance repairs and services, pursuant to RFP-18-100; and

WHEREAS, the CONTRACTOR has exhibited by its response to the solicitation that it is capable of providing the required services; and

WHEREAS, the parties hereto have agreed to the terms and conditions cited herein based on said solicitation;

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties agree as follows:

SECTION 1. TERM.

The term of this Agreement shall become effective on October 24, 2018 and continue through October 23, 2021. The contract may be renewed, subject to written notice of agreement, for two (2) additional one (1) year periods.

SECTION 2. SCOPE OF SERVICES.

The Contractor shall provide services and accessories listed in **Exhibit 'A,'** which is attached hereto and incorporated herein.

SECTION 3. OBLIGATIONS OF THE CONTRACTOR.

Obligations of the CONTRACTOR shall include, but not be limited to, the following:

A. It is understood that the CONTRACTOR shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which are necessary to fully complete and deliver the services requested by the AUTHORITY, and shall not have the authority to create, or cause to be filed, any liens for labor and/or materials on, or

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against, the AUTHORITY, or any property owned by the AUTHORITY. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.

B. The CONTRACTOR will ensure that all of its employees, agents, sub-contractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions set herein, when providing services for the AUTHORITY in accordance herewith.

C. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully complete the work set forth in the Scope of Services.

D. The CONTRACTOR shall maintain an adequate and competent staff, and remain authorized to do business within the State of Florida. The CONTRACTOR may subcontract the services requested by the AUTHORITY, with prior written approval from AUTHORITY; however, the CONTRACTOR is fully responsible for the satisfactory completion of all subcontracted work.

SECTION 4. STANDARD OF CARE.

A. The CONTRACTOR has represented to the AUTHORITY that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Agreement, the CONTRACTOR agrees that the CONTRACTOR will exercise that degree of care, knowledge, skill, and ability as any other similarly situated contractor possessing the degree of skill, knowledge, experience, and expertise within the local area, working on similar activities. The CONTRACTOR shall perform the services requested in an efficient manner, consistent with the AUTHORITY's stated scope of services and industry standards.

B. The CONTRACTOR covenants and agrees that it and its employees, agents, sub-contractors, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

SECTION 5. COMPENSATION.

A. The amount to be paid under this Agreement shall be in accordance with the unit price listed in **Exhibit 'B,'** attached herein.

B. The amount to be paid under this Agreement for generator maintenance repairs and services shall not exceed Three Hundred Fifty Eight Thousand Dollars annually ($358,000), based on the rates specified in **Exhibit 'B**.'

C. Compensation for services completed by the CONTRACTOR will be paid in accordance with section 218.70, Florida Statutes, Florida's Prompt Payment Act.

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D. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the AUTHORITY. In its sole discretion, the AUTHORITY reserves the right to forego use of the CONTRACTOR for any project which may fall within the Scope of Services listed herein. In the event the AUTHORITY is not satisfied with the services provided by the CONTRACTOR, the AUTHORITY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem.

SECTION 6. TERMINATION.

The AUTHORITY may terminate this Agreement, with or without cause, given thirty (30) days written notice to CONTRACTOR prior to the effective date of such cancellation.

SECTION 7. PAYMENT WHEN SERVICES ARE TERMINATED.

A. In the event of termination of this Agreement by the AUTHORITY, and not due to the fault of the CONTRACTOR, the AUTHORITY shall compensate the CONTRACTOR for all authorized services performed prior to the effective date of termination.

B. In the event of termination of this Agreement due to the fault of the CONTRACTOR, or at the written request of the CONTRACTOR, the AUTHORITY shall compensate the CONTRACTOR for all authorized services completed, prior to the effective date of termination, which have resulted in a usable product or otherwise tangible benefit to the AUTHORITY. All such payments shall be subject to an off-set for any damages incurred by the AUTHORITY resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the AUTHORITY in the event of breach by the CONTRACTOR.

SECTION 8. INSURANCE.

A. The CONTRACTOR shall maintain the following types of insurance, with the respective limits, and shall provide proof of same to the AUTHORITY, in the form of a Certificate of Insurance prior to the start of any work hereunder:

1. **Worker's Compensation:** The CONTRACTOR shall provide Worker's Compensation coverage for all employees at the site location and in the case any work is subcontracted, shall require the subcontractor to provide Worker's Compensation for all its employees. The limits shall be statutory for Worker's Compensation and $1,000,000.00 for Employer's Liability.

2. **Comprehensive General Liability:** The CONTRACTOR shall provide for all operations including, but not limited to Contractual and Products Completed Operations. The limits shall not be less than $1,000,000.00.

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3. **Comprehensive Automobile Liability:** The CONTRACTOR shall provide coverage for all owned and non-owned vehicles for limits not less than $1,000,000.00.

4. **Umbrella Liability:** The CONTRACTOR shall provide an umbrella policy in excess to the coverage's provided for in the above paragraphs of not less than $1,000,000.00.

B. The CONTRACTOR shall name "Toho Water Authority" as a certificate holder and as additional insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the AUTHORITY with proof of same.

C. The CONTRACTOR, and any authorized sub-contractor(s), shall provide the AUTHORITY's Procurement Services with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:

1. The name of the insured CONTRACTOR;
2. The specified job by name and job number;
3. The name of the insurer;
4. The number of the policy;
5. The effective date;
6. The termination date; and
7. A statement that the insurer will mail notice to the AUTHORITY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.

D. Receipt of certificates or other documentation of insurance or policies or copies of policies by the AUTHORITY, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the CONTRACTOR's obligation to fulfill the insurance requirements specified herein.

E. The CONTRACTOR shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance requirements set forth herein. In addition, the CONTRACTOR shall maintain proof of same on file and made readily available upon request by the AUTHORITY.

SECTION 9. AUTHORITY OBLIGATIONS.

At the CONTRACTOR's request, the AUTHORITY agrees to provide, at no cost, all pertinent information known to be available to the AUTHORITY to assist the CONTRACTOR in providing and performing the required services.

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SECTION 10. DOCUMENTS CONSTITUTING ENTIRE AGREEMENT.

The following documents are hereby incorporated and made part of this Agreement:

1. Exhibit A – Solicitation document RFP-18-100
2. Exhibit B – Original proposal submitted by Contractor and a fee schedule

SECTION 11. APPLICABLE LAW, VENUE, JURY TRIAL.

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie in Osceola County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the parties hereto.

SECTION 12. PUBLIC RECORDS COMPLIANCE.

A. **If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this Agreement, contact the custodian of public records at the following:**

Records Retention
951 Martin Luther King Blvd.
Kissimmee, Florida 34741
(407) 483-3822
publicrecordsrequests@tohowater.com

B. The CONTRACTOR understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If CONTRACTOR shall act on behalf of the AUTHORITY, as provided under section 119.011(2), Florida Statutes, as amended, the CONTRACTOR, subject to the terms of section 287.058(1) (c), Florida Statutes, as amended, and any other applicable legal and equitable remedies, shall:

1) Keep and maintain public records that ordinarily and necessarily would be required by the AUTHORITY in order to perform the service; and
2) Provide the public with access to public records on the same terms and conditions that the AUTHORITY would provide the

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records and at a cost that does not exceed the cost provided by Florida law; and

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

4) Meet all requirements for retaining public records and transfer, at no cost, to the AUTHORITY all public records in possession of the CONTRACTOR upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirement. All records stored electronically must be provided to the AUTHORITY in a format that is compatible with the information technology systems of the AUTHORITY; and

5) If the CONTRACTOR does not comply with a public records request, the AUTHORITY shall enforce the contract provisions in accordance with the Agreement.

SECTION 13. INDEPENDENT CONTRACTOR.

This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the CONTRACTOR, its employees, sub-contractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of the AUTHORITY for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The CONTRACTOR will retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder.

SECTION 14. APPLICABLE LICENSING.

The CONTRACTOR, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully providing the services set forth herein.

SECTION 15. COMPLIANCE WITH ALL LAWS.

The CONTRACTOR, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, AUTHORITY, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

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SECTION 16. INDEMNIFICATION.

The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the AUTHORITY, caused by the acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. The CONTRACTOR agrees to indemnify, defend and hold the AUTHORITY harmless for any and all claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. Said indemnification, defense, and hold harmless actions shall not be limited by any insurance amounts required hereunder.

SECTION 17. SOVEREIGN IMMUNITY.

The AUTHORITY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of AUTHORITY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the AUTHORITY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

SECTION 18. BANKRUPTCY OR INSOLVENCY.

If the CONTRACTOR shall file a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the CONTRACTOR shall be appointed in any proceeding brought by or against the CONTRACTOR, or if the CONTRACTOR shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the CONTRACTOR's operations of the premises, the AUTHORITY may terminate this Agreement immediately notwithstanding the notice requirements of Section 6 hereof.

SECTION 19. BINDING EFFECT.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, personal representatives, successors, and/or assigns.

SECTION 20. ASSIGNMENT.

This Agreement shall only be assignable by the CONTRACTOR upon the express written consent of the AUTHORITY.

SECTION 21. SEVERABILITY.

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is

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understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

SECTION 22. WAIVER.

Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement, or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, condition, or right of election, but same shall remain in full force and effect.

SECTION 23. NOTICE.

The parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the AUTHORITY and the CONTRACTOR. All notices required and/or made pursuant to this Agreement to be given to the AUTHORITY and the CONTRACTOR shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

AUTHORITY: Toho Water Authority
Attention: Procurement Services (Warehouse)
1628 S. John Young Parkway
Kissimmee, Florida 34741

CONTRACTOR: CJ's Sales and Services of Ocala, Inc.
132 NE 17Th Place
Ocala, FL 34470

SECTION 24. MODIFICATION

The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 25. HEADINGS.

All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such sections, exhibits, and attachments.

SECTION 26. ADMINISTRATIVE PROVISIONS.

In the event the AUTHORITY issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to

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this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for the AUTHORITY's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon.

SECTION 27. CONFLICT OF INTEREST.

The CONTRACTOR warrants that the CONTRACTOR has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, the AUTHORITY shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements of Section 6 hereof.

SECTION 28. PUBLIC ENTITY CRIMES.

As required by section 287.133, Florida Statutes, the CONTRACTOR warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty six (36) months. The CONTRACTOR further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant in connection with this Agreement for a period of thirty six (36) months from the date of being placed on the convicted contractor list.

SECTION 29. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontract, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

SECTION 30. JOINT AUTHORSHIP

This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the parties hereto.

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SECTION 31. EQUAL OPPORTUNITY EMPLOYER

The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

SECTION 32. AUDITING, RECORDS, AND INSPECTION

In the performance of this Agreement, the CONTRACTOR shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the AUTHORITY, and shall be retained by the CONTRACTOR for a period of three years after termination or completion of the Agreement, or until the full Authority audit is complete, whichever comes first. The AUTHORITY shall retain the right to audit the books during the three-year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. The AUTHORITY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of the AUTHORITY. The AUTHORITY has the right to terminate this Agreement based upon its findings in this audit without regard to the termination provision set forth herein.

SECTION 33. PROJECT MANAGERS

The AUTHORITY and the CONTRACTOR have identified individuals as Project Managers, listed below, who shall have the responsibility for managing the work performed under this Agreement. The person or individual identified by the CONTRACTOR to serve as its Project Manager for this Agreement, or any replacement thereof, is subject to prior written approval and acceptance by the AUTHORITY. If the AUTHORITY or CONTRACTOR replace their current Project Manager with another individual, an amendment to this agreement shall not be required. The AUTHORITY will notify the CONTRACTOR, in writing, if the current AUTHORITY Project Manager is replaced by another individual.

A. The AUTHORITY Project Manager's contact information is as follows:

Michael Powers, Plant Process Manager
Treatment Operations Department
Toho Water Authority
951 Martin Luther King Blvd
Kissimmee, FL 34741
Phone: 407-944-5074
Email: mpower@tohowater.com

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B. The CONTRACTOR Project Manager's contact information is as follows:

Darrin Jones, CEO
CJ's Sales and Services of Ocala, Inc.
132 NE 17th Place
Ocala, FL 34470
Phone: 352-732-0271
Email: sales@cjspower.com

[SIGNATURE PAGE FOLLOWS]

Attachment: PB 21-060 AGENDA 5-11-21 (12785 : PB 21-060 TWA Water Authority RFP18-100 Generator Maintenance Repair; CJ Sales and

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the 12 day of October 2018.

CJ'S SALES AND SERVICES OF OCALA, INC.

By: _____
Print Name: Darrin Jones
Title: CEO

Attest: _____
Print Name: Misty Perry
Address: 132 NE 17th Place
Ocala, FL 34470

TOHOPEKALIGA WATER AUTHORITY

By: _____
Print Name: Clarence C. Thacker
Title: Chairman

Attest: _____
Print Name: Nilsa C. Diaz
Address: 951 Martin Luther King Blvd.
Kissimmee, Florida 34741

STATE OF Florida
AUTHORITY OF Marion

The foregoing instrument was executed before me this 12 day of October, 2018, by Darrin as Jones of CJ's Sales and Services of Ocala, Inc., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Corporation, and who is personally known to me OR has produced Personally Known as identification.

Signature: _____
Print Name: Jessica A Rhem
NOTARY PUBLIC, State of Florida
My Commission Expires: 1/24/22

(Stamp)

Notary Public State of Florida
Jessica A Rhem
My Commission GG 178324
Expires 01/24/2022

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EXHIBIT 'A'

Attachment: PB 21-060 AGENDA 5-11-21 (12785 : PB 21-060 TWA Water Authority RFP18-100 Generator Maintenance Repair; CJ Sales and

REQUEST FOR PROPOSAL

BID TITLE:

GENERATOR MAINTENANCE AND REPAIR

BID NO:

RFP-18-100

ISSUE DATE:

July 26, 2018

SUBMIT RFP TO:

Toho Water Authority
Procurement Services
1628 S. John Young Parkway,
Kissimmee, FL 34741

Warehouse Hours: 7:30 a.m. – 4:00 p.m.

Directions: From 192, take John Young Parkway south; turn right onto Mohawk Lane just south of RaceTrac; continue straight onto Toho Water Authority's property to stop sign, then turn right; follow signs to Warehouse Building.

CONTACT INFORMATION

CONTACT PERSON:	Ramandeep Nijjer/Felicia Holmes, Procurement Services
EMAIL ADDRESS:	procurement@tohowater.com
PHONE:	(407) 483-3831 (407) 944-5181
FAX:	(407) 931-4308

Schedule

PRE - PROPOSAL CONFERENCE:	N/A
DEADLINE FOR WRITTEN QUESTIONS:	Friday, August 17, 2018 at 5 p.m. local time
PROPOSAL DEADLINE:	Thursday, August 30, 2018 at 2 pm local time

MISSION STATEMENT :

Provide reliable, cost effective, and responsive water services to our customers while protecting public health and the environment.

TOHO WATER AUTHORITY IS A NON-SMOKING AGENCY.

SMOKING IS STRICTLY PROHIBITED IN ALL FACILITIES AND ON ALL AUTHORITY PROPERTIES.

Attachment: PB 21-060 AGENDA 5-11-21 (12785 : PB 21-060 TWA Water Authority RFP18-100 Generator Maintenance Repair; CJ Sales and

SECTION 1
GENERAL INSTRUCTIONS

1.0 PURPOSE

The intent of this Request for Proposal (RFP) is to obtain the services of a qualified generator contractor to provide preventative maintenance, repair, and emergency service for the Toho Water Authority's emergency backup generators located at various Authority facilities as indicated in Attachment A – Generator List. The Authority reserves the right to add or delete generators at other locations based upon the fixed cost pricing schedule submitted.

1.1 PARTIES DEFINED

A. The term "Authority" used in the RFP documents refers to Toho Water Authority.
B. The term "Proposer" refers to the firm that elects to submit for this RFP.
C. The term "Successful Proposer" refers to the Proposer to whom the Authority makes an award.

1.2 BACKGROUND

Established in October 2003 by a special act of the Florida Legislature, Toho Water Authority is the largest provider of water, wastewater, and reclaimed water services in Osceola County. The Authority currently bills 91,300 water, 85,000 wastewater, and 16,000 reclaimed water customers in Kissimmee, Poinciana, and unincorporated areas of Osceola County. The Authority is governed by a five (5) member Board which is responsible for approving all operating policies.

1.3 INITIAL CONTRACT PERIOD AND OPTION OF RENEWAL

The initial contract period shall be for the period of three (3) years commencing upon date of execution of an agreement between the successful Proposer and the Authority. The contract may be renewed subject to written notice of agreement from the Authority and the successful Proposer (s) for additional one (1) or two (2) year renewal period for a total of five (5) years including the primary contract period.

1.4 EXERCISE OF OPTION TO EXTEND TERM OF CONTRACT

If the Authority wishes to enter into an option period, the Authority shall request a written statement of desire to enter into an extension of the performance period from the Proposer.

1.5 ASSIGNMENT

The successful Proposer will not be permitted to assign its contract with the Authority, or to subcontract any of the work requirements to be performed, without obtaining prior written approval from the Authority.

1.6 CLARIFICATION OF REQUIREMENTS

Questions regarding clarification or interpretation of this solicitation should be addressed in writing no later than the date and time specified on the cover page to Procurement Services at the email address listed. However, unless modified by a written addendum issued by the Procurement Services Manager, the specifications and conditions contained herein stand as stated. Verbal communications are neither authoritative nor binding. Any verbal interpretation in conflict with these specifications as written should immediately be directed in writing to the Procurement Services Manager. Any interpretation provided to any vendor in response to inquiries regarding this solicitation which may affect the outcome of this proposal will be furnished in writing to all vendors via www.demandstar.com and www.myvendorlink.com.

1.7 EXAMINATION OF PROPOSAL DOCUMENTS

It is the responsibility of each Proposer before submitting a proposal:

- To examine thoroughly the proposal Documents

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B. It shall be the responsibility of each Proposer to check Demandstar (www.demandstar.com) or VendorLink (www.myvendorlink.com) prior to submission of a proposal hereunder in order to determine whether any Addenda have been issued in connection with this procurement. Notwithstanding any provision to the contrary, the failure of any Proposer to receive any Addenda shall neither constitute grounds for withdrawal of its proposal nor relieve such Proposer from any responsibility for incorporating the provisions of any Addenda in its proposal.

1.13 RECIEPT OF ADDENDA

Receipt of any addenda issued must be acknowledged on the addenda and returned with proposal. **Failure to acknowledge your receipt of any addenda may result in your proposal being considered non-responsive.**

1.14 LATE PROPOSALS

Proposals or unsolicited amendments to proposals arriving after the closing date and time will not be considered. Proposals received after the proposal submission deadline will be returned to the Proposer unopened providing that sufficient identification information is shown on the outside of the submittal envelope.

1.15 PROPOSAL PRICES

In the event there is a discrepancy between the unit prices and the extended totals, the unit prices shall govern. In the event there is a discrepancy between the prices written in words and written in figures, the prices written in words shall govern. In case of error in the Proposer's extended summation, the computed total of the Authority shall govern.

1.16 CONTRACTUAL AGREEMENT

A. An Agreement will be required for this service and must be signed by the Proposer prior to execution by the Authority, whereupon the Proposer becomes the Contractor upon approval. The agreement shall consist of the agreement contract, the RFP, and the successful Proposer's proposal, together with any negotiated terms and pricing. The Proposer shall inform himself in full of the conditions relating to the performance of the Agreement. Failure to do so shall not relieve the successful Proposer of his obligations to furnish services, materials, and other services necessary to carry out the provisions of this solicitation and resulting Agreement.

B. The Proposer expressly understands and acknowledges that any and all documents related to the services provided herein may be considered records that are subject to examination in accordance with Florida's Public Records Law. The Proposer expressly agrees that he will comply with all requirements related to said Law and that he will hold the Authority harmless for any such disclosure related to Florida's Public Records Law.

C. The Authority shall have the ability to request a new Contractor representative.

D. In no event shall an agreement be considered binding upon the Authority until it has been properly executed by all parties.

1.17 METHOD OF PAYMENT

The Contractor shall be paid on a monthly or quarterly basis for work performed. Invoices shall contain the RFP Number and Title and the Purchase Order Number under which the purchase was awarded and provide sufficient detail to demonstrate compliance with the terms of the contract. Invoices shall be addressed to:

Toho Water Authority
Attn: Accounts Payable
951 Martin Luther King Blvd.
Kissimmee, FL 34741

or

Attachment: PB 21-060 AGENDA 5-11-21 (12785 : PB 21-060 TWA Water Authority RFP18-100 Generator Maintenance Repair; CJ Sales and

3. The contractor agrees to provide the Federal awarding agency Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

4. The contractor shall retain records for three (3) years after the termination date of the contract.

BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED) [All FEMA grant / cooperative agreement programs]

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

For contracts over $100,000, please sign and return the separate document called **CERTIFICATION REGARDING LOBBYING** with your submittal.

CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT [all contracts over $100,000.00]

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT [all contracts over $100,000.00]

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

COMPLIANCE WITH THE COPELAND 'ANTI-KICKBACK' ACT [Emergency Management Preparedness Grant Program, Homeland Security Grant Program; does NOT apply to other FEMA grant / cooperative agreement programs including Public Assistance Program; all construction contracts in excess of $2,000.00 including CDBG]

1. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

2. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal awarding agency may by appropriate instructions require, 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 of these contract clauses.

3. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.P.R.§ 5.12."

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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 had 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 meaning set out in the Definitions and Coverages 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 response 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 proposed for debarment under 48 CFR part 9, subpart 9.4, 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 Transaction," 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 proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, 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 List of Parties Excluded from Federal Procurement and Non-procurement Programs.

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 proposed for debarment under 48 C.F.R. 9, subpart 9.4, 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.

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access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such 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 in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

HANDICAPPED ACCESSABILITY – SECTION 504 [CDBG]

Section 504 of the Rehabilitation Act of 1973 provides that no qualified person with handicaps shall, on the basis of disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal assistance (Ref: Sec 794 24 CFR Part 8).

LEAD-BASED PAINT (Housing Built Before 1978) – 24 CFR Part 35 [CDBG]

Any housing unit that is rehabilitated with CDBG funds meets the Lead Safe Housing Rule. This rule applies to all housing built prior to 1978. The amount of work required will depend on the amount of Federal assistance per unit or the rehab hard costs per unit, whichever is lower.

MINORITY BUSINESSES AND WOMEN'S BUSINESSES [Applicable to all including CDBG]

As required by CFR Title 2, §200.321 (b)(6), Contractor must take the following affirmative steps in the hiring of any subcontractors:

i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's enterprises; and
v) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

NO OBLIGATION BY FEDERAL GOVERNMENT [All FEMA grant / cooperative agreement programs]

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor or any other party pertaining to any matter resulting from the contract.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS [All FEMA grant / cooperative agreement programs]

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SECTION 2

Request for Proposal Schedule

Tentative Schedule	
Task	**Date**
RFP Released to General Public	Thursday, July 26, 2018
Deadline for Questions	Friday, August 17, 2018 at 5 pm local time
Addendum Issued to Respond to Questions	No Later Than Wednesday, August 22, 2017
Proposal Due Date	Thursday, August 30, 2018 at 2 pm local time
Evaluation and Shortlisting of Firms	TBD
Presentations, if required	TBD
Approval and Award by Board of Supervisors	TBD

The Authority reserves the right, before awarding the contract, to require a Proposer to submit any evidence of its qualifications as the Authority may deem necessary and to consider any evidence available of financial, technical and other qualifications and capabilities including performance experience with past and present users.

The Authority reserves the right to request additional clarifying information and request an oral presentation from any and all Proposers prior to determination of award.

The Authority reserves the right to award the contract to the Proposer or Proposers who will best serve the interest of the Authority based upon its deliberations and in its opinion, to accept or reject any or all proposals. The Authority also reserves the right to waive minor irregularities or variations to the specifications and in the evaluation process.

END OF SECTION 2

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change.

B. Fuel Delivery System

- Inspect fuel lines, hoses, connections, clamps, injectors/carburetors, injection pumps, and priming pumps, etc. for leaks. Correct as needed
- Check operation of day tank (where applicable)
- Drain water from fuel traps (where applicable)
- Drain water from day strainer (where applicable)
- Clean sediment bowl (where applicable)
- Check fuel for water
- Inspect fuel filter. Change filter as necessary.
- Check fuel pressure with manufacturer's specification
- Check fuel tank level indicator operation
- Check fuel tank operation anti-siphon valve for proper operation
-

C. Cooling System

- Check for leaks
- Check coolant level. Add if necessary
- Test coolant PH and add long life anti-freeze as necessary
- Check all belts for cracks or wear. Replace as necessary
- Check all belts for cracks or wear. Replace as necessary
- Check condition of water hose and clamps
- Check for leakage. Repair leaks.
- Check water filter and replace water filter elements annually or as needed
- Pressure test radiator and cap
- Check water pumps for leaks and bearing noise
- Check fan and radiator for physical damage, obstruction and leaks
- Verify the temperature gauge is reading the correct temperature using infrared device
- Check operation of coolant heater and block heater and switch
- Drain and replace anti-freeze when required
-

D. Air System

- Check air cleaner (dry type)
- Check and service oil bath air cleaner as needed (where applicable)
- Check turbocharger clearance (where applicable)
- Check air hose and connections (where applicable)
-

E. Exhaust System

- Inspect entire exhaust system
- Check rain cap for leaks and operation
- Inspect the manifold connection for leaks. Re-torque as necessary

F. Electrical System

- Check battery fluid. Correct if necessary
- Check battery specific gravity. Correct if necessary
- Check battery trickle charger. Record rate
- Check battery voltage drop/starting. Replace battery(s) if inadequate
- Check battery connections. Clean and tighten if necessary
- Check starting ability to ensure it meets the manufacturer specifications

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- Check choke and governor adjustment (where applicable)
- Check engine for excessive smoke
- Check for air in the induction system
- Check cylinder head and head gasket
- Check for excessive blow by
- Check turbocharger for noise
- Check pre-lube pump for proper operation
- Check engine high idle speed and correct if necessary
- Check engine low idle speed and correct if necessary
- Check emergency shutoff for proper operation
- Check engine for proper operation at rated speed
- Inspect and torque engine mounting bolts. If bolts are loose then tighten. If broken then replace.
- Check engine wiring harness for breaks or wear. If wiring harness is broken then repair. If wiring harness is worn, then repair and reroute to prevent wear.

N. Testing

- While running under actual connected load, adjust voltage and frequency
- Adjust clock exerciser as necessary
- Test delay Start
- Test delay Pick Up
- Test delay transfer – sec./minutes
- Test delay cool down – sec./minutes
- Test delay transition – sec./minutes
- Test delay preheat – sec./minutes
- Calibrate under – voltage sensors
- Calibrate over – voltage sensors
- Calibrate generator sensors
- Record load per leg
- Record voltage per leg
- Record frequency
- Record oil pressure
- Record water temperature
- Check battery charging system
- Clean up work area and under units

O. Accessories

- Inspect remote annunciator
- Adjust annunciator battery lights

3.4 ANNUAL MAINTENANCE AND INSPECTION

Annual maintenance shall be performed per the requirements below and per the schedule section. In addition, the oil and filters in all generators shall be changed to conform to manufacturer's specifications and shall be done annually and/or every 250 hours of operation, whichever occurs first. Only manufacturer's approved oil and filters shall be used. The Successful Proposer must include in the annual check, a review of all the following systems:

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- Drain condensation (where applicable)
- Check and lubricate heat riser plate

H. Cooling System

- Replace water filters (where applicable)
- Flush radiator system if needed

I. Battery Space

- Check specific gravity and load test
- Replace 9 volt battery on ATS exerciser

J. Accessories

- Lubricate all hinges, door locks, and snap covers, etc.

3.5 OPITIONAL LOAD BANK TEST

The successful Proposer shall perform an optional load bank testing of each generator set and all associated transfer switch with the generator being tested. The load bank testing shall only be completed after the issuing of a Purchase Order to the successful Proposer by the Procurement Services Department. It will be the responsibility of the designated Authority representative to which generator will be load bank tested.

The optional load bank testing shall include:

- Load bank (resistive and reactive) test each generator under variable full rated load for at least four (4) hours
- A record of all operating systems of the alternator and the engine during the load bank test at 15 minute intervals
- Provide a complete written report of the load bank test to the respective designated Authority representative for each generator set tested.

3.6 GENERAL MAINTENANCE RESPONSIBILITIES

The successful Proposer shall be responsible for removal and disposal of all oil and filters and shall comply with all Federal, State, EPA, and local regulations for disposal of hazardous materials.

The successful Proposer shall be responsible for posting all necessary warning signs on work site. The successful Proposer shall be responsible for cleanup of the site, oil, removal of all trash and unused material at the end of the work day.

3.7 WARRANTED EQUIPMENT/REPAIRS

The products proposed shall have a minimum of a two (2) year warranty. This warranty shall cover all parts and labor necessary to repair the unit. The products shall have manufacturer's warranty against defective material, workmanship and failure to perform in accordance with required performance criteria. Manufacturer shall warrant each repair against operational failure caused by defective material or faulty workmanship, which occurs during normal use and operation.

Proposer shall provide all warranty information with repairs. This warranty shall cover all parts and labor associated with warranty repairs performed on site. It shall be the successful Offeror's responsibility to pick up, transport the equipment to their service department if necessary in order to accomplish the repairs and deliver the equipment back to the Authority.

The Proposer shall have a warranty repair facility within a 100 mile radius of the Authority. The Proposer shall satisfy the Authority that they have an adequate service and repair facility capable of maintaining the equipment as

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3.11 ALL REPAIRS

All repairs shall be pre-approved on a verbal basis by the designated Authority representative and a Purchase Order will follow once the successful Proposer submits an invoice.

The successful Proposer shall make approved repairs at the hourly rate per Section 3.7 plus mark-up for parts and materials supplied during general and emergency repairs. The successful Proposer shall submit a copy of the original invoice for any material purchased as a result of a repair. The Authority shall not be responsible for successful Offeror's negligence or lack of due care.

For all repairs, the Authority reserves the right to utilize the Authority's established purchasing policy and shall have the option to solicit additional quotes or request proposals for the repair as required, for any repairs that may be deemed necessary throughout the term of this contract. Furthermore, the Authority may check open market prices for small repairs that may be conducted throughout the term of this contract. It is the responsibility of the awarded successful Proposer to insure that competitive prices are submitted throughout the term of this contract.

3.12 ADDITIONS/DELETIONS OF EQUIPMENT

- The Authority reserves the right to add or delete any equipment from service provided under this proposal as described herein, upon notification by the designated Authority representative to the successful Offeror.
- The Authority shall attempt to provide advance notice to the successful Proposer of all additional and or new equipment. However, should the Proposer personnel receive maintenance or repair call and records show that the individual piece of equipment is not inventoried and covered by this contract, the successful Proposer personnel will perform repairs as if equipment was covered by this proposal and notify the designated Authority representative.
- The Purchasing Department will provide official notice of equipment addition in writing and amend the proposal document as necessary.
- If removing equipment from coverage, the Authority shall provide thirty (30) days prior written notice. The Purchasing Department will provide official notice of equipment deletion in writing and request an amendment to the contract.
- The successful Proposer hall provide service on additional and or new equipment of the same make and model at the same rate or less as the unit/category price quoted under this proposal.
- The successful Proposer shall provide service on any additional piece of equipment of a different make, model, or manufacturer to the proposal at the successful Offeror's current proposal rate of most similar equipment.

3.13 STAFFING REQUIREMENTS

- At all times during the term of this contract, the successful Proposer shall have in his employment a minimum of two (2) technicians to perform the service under this contract.
- Technicians shall have performed maintenance/repair on similar equipment for at least two (2) years.
- Technicians shall be in the successful Offeror's employment at the time the successful Proposer submits their proposal.

3.14 FACILITY SECURITY

- The Authority shall request the successful Proposer to provide a list of all employees working under this contract. The list shall include social security numbers, picture ID badge, driver's license numbers, and addresses. The successful Proposer shall be held responsible for the accuracy of the data provided and shall ensure that changes are updated immediately. When employees are hired, fired or specially assigned, the Purchasing and Warehouse Department shall be supplied with an updated list of all employees doing work on the Authority property.
- The successful Proposer shall also be required to provide a list of employees and ensure that the personnel assigned to the project do not possess criminal records that would jeopardize the safety of the Authority

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B. Annual Reports

- The successful Proposer shall provide a summary report of all services performed annual during the contract period.
- The report shall be broken down by technician name, date of service, generator, ID number, model and serial numbers, and location. It shall also provide an itemized list of all services provided for each piece of equipment.
- A copy of the fuel and used oil analysis report from the testing laboratory shall be provided for each generator along with a detailed report from the successful Proposer explaining and interpreting the results and providing recommendations for corrective action as applicable.
- The complete report of all generators serviced, a summary of the quarterly reports, and results of annual maintenance, repairs, and replacements shall be supplied to the designated Authority representative no later than ten (10) days at the end of each contract year.

C. Load Bank Testing Reports

- The report shall be broken down by technician name, date of service, generator number, model, & serial numbers, location, and an itemized test reading at 15 minute intervals provided for each generator tested.
- Recommendations of additional work or repairs for each generator tested.
- The complete report of all generators load bank tested shall be supplied to the designated Authority representative no later than ten (10) days following the end of each quarter.

3.18 INVENTORY OF EQUIPMENT

- The list of equipment as stated in Attachment A is the Authority's current inventory list. The Authority will be responsible for maintaining the inventory list. Anytime the inventory list changes through additions, deletions, relocation, or transfer, the Authority will contact the successful Proposer with the change.

- The successful Proposer shall under no circumstance remove any equipment containing as asset tag. The successful Proposer shall request that when replacing equipment, the asset tag be removed by an appropriate Authority staff member authorized to adjust equipment inventory records.

END OF SECTION 3.

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E. Staff Qualifications and Experience (maximum 25 points)

- Identify and include qualifications of specific individuals to be assigned to the project.
- Include names, contact information, and specific services of the individuals who will provide services to the Authority.

F. Project Approach (maximum 20 points)

Outline how your firm will approach providing the services as outlined herein and how your firm will schedule key personnel availability. Your proposal shall also include:

1. State your firm's technical approach to the project and the interpretation of the scope of services required and a statement attesting your understanding of the scope of services.
2. Define the adequacy of resources, including personnel, labor, equipment and supply resources, and other requirements.
3. Provide an implementation schedule for proposed services including any management and planning strategies related to the generator repair and maintenance services.
4. Describe any significant or unique awards received or accomplishments made in previous, similar projects.

G. Price Schedule (maximum 30 points) – Complete and submit Attachment A, the Proposal Fee Form.

H. Proposers shall be in the business of State Legislative Lobbyist Services and must possess sufficient financial support, equipment, and organization to ensure that it can satisfactorily perform the services if awarded a contract. Proposers must demonstrate that they, or the principals assigned to this project, have successfully provided services of similar nature to those specified in the scope of services to one or more entities similar in size and complexity to Toho Water Authority.

Proposers shall satisfy each of the following requirements cited below. Failure to do so may result in the proposal being deemed non-responsive.

- Proposing firms and those performing the work must be appropriately licensed and registered in the State of Florida.
- The proposing firm and/or its principals shall have no record of judgments, pending lawsuits against Toho Water Authority, or criminal activities involving moral turpitude and not have any conflicts of interests waived by Toho Water Authority.
- Before a recommendation for award is made, Toho Water Authority reserves the right to require that the Proposer submit such evidence of mandatory requirements as the Authority may deem necessary. Furthermore, the Authority may consider any evidence of the financial, technical, and other qualifications and abilities of a firm or principals, including previous experience of the same with the Authority and

I. REQUIRED DOCUMENTS – Complete and submit the forms contained in the following attachments:

Attachment A - Proposal Fee Form
Attachment B – No-Bid Response Form
Attachment C - References Form
Attachment D - Solicitation Response Identification Label

It is the Proposer's responsibility to clearly identify and to describe the project approach in response to this RFP. Proposers are cautioned that organization of their response, as well as thoroughness is critical to the Authority's evaluation process.

Proposals should be in 8 ½" x 11" format and should be prepared simply and economically, providing a straight forward, organized, and concise description of the Proposer's ability to meet the requirements of the RFP. The number of pages should be kept to a minimum. Loose leaf binders are acceptable. Emphasis should be on completeness and clarity of content.

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SECTION 5
PROPOSAL EVALUATION AND AWARD CRITERIA

A. Determining Responsibility

In conjunction with the weighted criteria being used to determine the capability of the proposal, the Authority may also consider the Proposer's ability to meet or exceed the following criteria:

1. The Proposer's ability, capacity, and skill to perform the contract or provide the service within the time specified;
2. The quality of performance of previous contracts or services including previous performance with the Authority;
3. Previous and existing compliance by the Proposer with laws and ordinances relating to the contract or service;
4. Financial resources of the Proposer's to perform the contract or provide the service; and,
5. Whether the Proposer is in arrears to the Authority on a debt or a contract; whether the Proposer is in default on surety to the Authority; or whether the Proposer's taxes are delinquent.

B. Evaluation Committee

The Evaluation Committee is comprised of qualified and recommended Authority staff members who are appointed by the Executive Director or Designee in coordination with the requesting department. The Evaluation Committee shall consist of members who have experience, knowledge and/or expertise in the program area and service requirements of the solicitation. The Procurement Services Office Representative shall be the non-voting chair of the Committee.

C. Initial Evaluation of Proposals

The Procurement Representative shall perform the initial review of all proposals submitted for qualifications certification. This process includes, but is not limited to the following:

i. The proposal was submitted by the deadline;
ii. All required documents have been submitted;
iii. All documents requiring an original signature have been signed and submitted; and,
iv. Proof of proper professional licenses or credentials as required by law.

D. Presentations or Interviews

The Authority may request that the Proposer provide presentations to the Evaluation Committee, Executive Director or Board of Supervisors and/or conduct interviews with the selected proposers regarding the qualifications, ability to furnish the required services and all criteria set forth herein. The Procurement Office will notify all proposers of the Authority's decision to request presentations and/or interviews, as applicable. Pursuant to Florida Statute Chapter 286, any portions of a meeting, at which a vendor makes an oral presentation, or answers questions as part of a competitive solicitation, are exempt from Florida Statute 286.011 and Statute 24(b), Article I of the State Constitution.

E. Best and Final Offer and Negotiations

The Authority may request that the respondents provide a Best and Final Offer submittal before final determination for recommendation of contract award. The contract negotiation will include, at a minimum, a member from the Procurement Office and a member from the end user department. The Authority reserves the right to negotiate any and all elements of a contract resulting from this solicitation. Pursuant to Florida Statute Chapter 286, any portion of a meeting, at which negotiation strategies are discussed, or negotiations with a vendor is conducted, are exempt from Florida Statute 286.011 and Statute 24(b), Article I of the State Constitution.

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SECTION 6
GENERAL TERMS AND CONDITIONS

BIDDER OR PROPOSER: THESE CONDITIONS AND INSTRUCTIONS TO BIDDERS shall be binding on all Bidders or Proposers and, except to the extent otherwise provided, are incorporated by reference in all contracts resulting from any written Request for Quotation (RFQ), Invitation for Bid (IFB) or Request for Proposal (RFP) issued, collectively the ("Request"), to which they are attached and response thereto (Bid) or (Proposal). Use of the term "bid" in these General Terms and Conditions and Instructions to Bidders or Proposers is not intended to be restricted to an IFB and shall also affect written RFQ's or RFP's.

These instructions are standard for all contracts for commodities or services issued through the Tohopekaliga Water Authority (the "Authority") Procurement Services Department. The Authority may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the RFP Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement.

PART I - CONDITIONS OF BIDDING

1.1 CLARIFICATION OF TERMS: If any Bidder or Proposer has questions about the specifications or other solicitation documents in connection with an RFQ, RFP or IFB, the prospective Bidder or Proposer must contact the buyer whose name appears on the face of the solicitation no later than ten (10) business days prior to the date set for the opening of Bid or Proposals or receipt of Proposals. Any revisions to the solicitation will be made only by addendum issued by the buyer. Notifications regarding specifications may not be considered if received in less than ten (10) business days of the date set for opening of Bid or Proposals or receipt of Bids or Proposals.

1.2 USE OF AUTHORITY FORM AND TERMS AND CONDITIONS: Failure to submit a solicitation on the official Authority form provided for that purpose or unauthorized modification of or additions to any portion of the solicitation documents may be a cause for rejection of the Bid or Proposal. The Authority reserves the right to decide, on a case-by-case basis, in its sole discretion, whether to reject any Bid or Proposal which has been modified. The Authority shall not be responsible for any errors or omissions of the Bidder or Proposer.

The solicitation shall be signed by a representative authorized to legally bind the firm submitting the Bid or Proposal. By signing the solicitation, the Bidder or Proposer agrees to the terms and conditions of the solicitation and certifies that it has inspected the job site(s) and shall be deemed to be aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, shall not be considered by the Authority.

1.3 EXCEPTIONS: For purposed of Bid or Proposal evaluation, Bidder or Proposer must indicate any exceptions, no matter how slight, from the General Terms and Conditions, Special Conditions, Specifications or Addenda in the space provided on the Bid or Proposal form. No exceptions by a Bidder or Proposer will be considered or deemed a part of the Bid or Proposal submitted unless such exceptions are listed in the Bid or Proposal and referenced in the space provided on the Bidder or Proposer proposal form. If exceptions are not stated or referenced as required, it will be assumed that the product or service fully complies with the Authority's terms, conditions, and specifications.

By receiving a Bid or Proposal, the Authority does not necessarily accept any exceptions contained in the Bid or Proposal. All exceptions submitted are subject to review and approval by the Authority. If any Bid or Proposal contains material exceptions that, in the Authority's sole opinion, make that Bid or Proposal conditional in nature, the Authority reserves the right to reject the Bid or Proposal in its entirety or that part of the Bid or Proposal which contains material exceptions.

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1.9 IDENTIFICATION OF BID ENVELOPE: The signed Bid or Proposal envelope and requested copies should be returned in a separate envelope or package, sealed and identified with the following information:

Solicitation No. and Title/Due Date
Name of Bidder or Proposer
Street
City, State, Zip Code

If a Bid or Proposal is not addressed with the information as shown above, the Bidder or Proposer takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the Bid or Proposal to be disqualified. Bid or Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope. For your convenience, Attachment D, the Solicitation Identification Label has been included for labeling the proposal submittal package.

1.10 PRICING

a. Bidder or Proposer warrants by virtue of bidding that prices, terms and conditions quoted in its Bid or Proposal will be firm for acceptance for a period of ninety (90) days from the date of Bid or Proposal opening unless otherwise stated by the Authority or Bidder or Proposer.
b. Prices should be as specified in the Bid/Proposal form.

1.11 OPENING: At the time fixed for the opening of responses to a Bid or Proposal, all Bid or Proposals will be opened and the names of the Bidders or Proposers and the amount shall be read aloud and made readily available to the public. If a public opening of a Request for Proposal is held, only the names of the Bidders of Proposers will be read publicly.

1.12 TIE BID OR PROPOSALS: A Drug Free Workplace Statement must be completed, signed, and returned prior to award of Bid or Proposal. This form will be used whenever two or more Bid or Proposals that are identical with respect to price, quality, delivery, and service are received; a Bid or Proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

1.13 TAX EXEMPTION: The Authority is exempt from Federal excise and State sales taxes. Tax exemption number is 85-8012897680C-2 and is also stipulated on our Purchase Orders.

1.14 NO CONTACT POLICY: No Bidder or Proposer shall initiate or otherwise have contact related to the solicitation (RFQ, IFB or RFP) with an Authority representative, officer or employee, other than with the Procurement Services Department, after the date and time established for receipt of Bids or Proposals. Any contact initiated by a Bidder or Proposer with any Authority representative, officer or employee other than through the Procurement Services Department, concerning this solicitation is prohibited and may cause the disqualification of the Bidder or Proposer from this procurement process.

1.15 LICENSES, PERMITS, AND FEES: All Bid or Proposals submitted shall have included a list of any business and professional licenses, permits, or fees required by the Authority.

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part of nominal appurtenances which are usually provided in the manufacturer's stock model shall be furnished.

3.4 **ANNUAL CONTRACT USAGE REQUIREMENTS:** Whenever a Bid or Proposal is sought seeking a source of supply for an annual contract for products or services, the quantities or usage shown are estimates only. No guarantee or warranty is given or implied by the Authority as to the total amount that may not be purchased from any resulting contract. These quantities are for Bidder or Offerors information only and will be used for tabulation and presentation of Bid or Proposals

PART IV - BIDDING AND AWARD PROCEDURES

4.1 **AWARD OR REJECTION OF BID OR PROPOSALS:** The Authority reserves the right to accept or reject any or all Bid or Proposals and to waive minor irregularities or variations to specifications contained in Bid or Proposals, and minor irregularities in the bidding process. The Authority reserves the right to award the contract on a split order basis; lump sum basis, individual item basis, or such combination as shall best serve the interest of the Authority. The Authority reserves the right to make an award to the responsive and responsible bidder whose product or service meet the terms, conditions, and specifications of the IFB and whose Bid or Proposal is considered to best the Authority's interest. In determining the responsiveness of the offer and the responsibility of the Bidder or Proposer, the following shall be considered:

a. the ability, capacity and skill of the Bidder or Proposer to perform as required
b. whether the Bidder or Proposer can perform promptly, or within the time specified, without delay or interference
c. the character, integrity, reputation, judgment, experience and efficiency of the bidder
d. the quality of past performance by the Bidder or Proposer
e. the previous and existing compliance by the Bidder or Proposer with related laws, ordinances, administrative rules and orders and resolutions and requirements of the Authority.
f. the number and scope of conditions attached to the Bid or Proposal.

If the IFB or RFP provides for a contract trial period, the Authority reserves the right, in the event the selected Bidder or Proposers does not perform satisfactorily, to award for a trial period to the next ranked Bidder or Proposer or to award a contract to the next ranked Bidder or Proposer, if that Bidder or Proposer has successfully provided services to the Authority in the past. This procedure to continue until a Bidder or Proposer is selected or the contract is re-bid, at the sole option of the Authority.

4.2 **QUALIFICATIONS OF BIDDERS OR PROPOSERS:** The Authority may make such reasonable investigations as it deems proper and necessary to determine the ability of the Bidder or Proposer to perform the work/furnish the item(s) and the Bidder or Proposer or shall furnish to the Authority all such information and data for this purpose as may be requested. The Authority reserves the right to inspect Bidder's or Proposer's physical facilities prior to award to satisfy questions regarding the Bidder's or Proposer capabilities. The Authority further reserves the right to reject any Bid or Proposal if the evidence submitted by or investigations of such Bidder or Proposer is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated herein.

4.3 **USE OF OTHER GOVERNMENTAL CONTRACTS:** The Authority reserves the right to reject any part of all of any Bid or Proposal received and utilize other available governmental contracts, is such action is in its best interest.

4.4 **PUBLIC ENTITY CRIMES:** "A person or affiliate who has been placed on the convicted Proposer list following a conviction for a public entity crime may not submit a Bid or Proposal on a contract to provide any goods or services to a public entity, may not submit a Bid or Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bid or Proposals on leases of real property to a

Attachment: PB 21-060 AGENDA 5-11-21 (12785 : PB 21-060 TWA Water Authority RFP18-100 Generator Maintenance Repair; CJ Sales and

Authority. Personal policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies unless otherwise stated in this RFP and other similar administrative procedures applicable to services rendered under this contract shall be those of the Successful Proposer.

6.2 **INDEMNITY/HOLD HARMLESS AGREEMENT**: The Successful Proposer agrees to protect, defend, indemnify, and hold harmless the Authority and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, litigation, whether in court or before an administrative body, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Successful Proposer under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

6.3 **TERMINATION FOR CAUSE:** If, through any cause, the Successful Proposer shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Successful Proposer shall violate any of the provisions of this Agreement, the Authority may upon written notice to the Successful Proposer terminate the right of the Successful Proposer to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Successful Proposer liable for any damages caused to the Authority by reason of such default and termination. In the event of such termination, any completed services performed by the Successful Proposer under this Agreement shall at the option of the Authority become the Authority's property and the Successful Proposer shall be entitled to receive equitable compensation for any work completed to the satisfaction of the Authority, not to exceed an amount equal to percentage of the contract price representing the percentage of the work completed satisfactorily. The Successful Proposer, however, shall not be relieved of liability to the Authority for damages sustained by the Authority by reason of any breach of the Agreement by the Successful Proposer and the Authority may withhold any payments to the Successful Proposer for the purpose of setoff until such time as the amount of damages due to the Authority from the Successful Proposer can be determined.

6.4 **TERMINATION FOR CONVENIENCE:** The Authority reserves the right, in its best interest as determined by the Authority, to cancel contract by giving written notice to the Successful Proposer thirty (30) days prior to the effective date of such cancellation.

6.5 **RECORDS/AUDIT:** The Successful Proposer shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the Authority's Auditors. The Successful Proposer agrees to make available to the Authority's Auditors during normal business hours all books of account, reports, and records relating to this contract for the duration of the contract and retain them for a minimum period of one (1) year beyond the last day of the contract term.

6.6 **LAWS/ORDINANCES:** The Successful Proposer shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations as well as all resolutions or directives of the Authority that would apply to this contract.

6.7 **NON DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.

6.8 **ELIGIBILITY:** If applicable, the Successful Proposer must first register with the Department of State of the State of Florida in accordance with Florida Statutes, prior to entering into a contract with the Authority.

Attachment: PB 21-060 AGENDA 5-11-21 (12785 : PB 21-060 TWA Water Authority RFP18-100 Generator Maintenance Repair; CJ Sales and

a. purchase order number/contract number
b. name of article and stock number
c. quantity ordered
d. quantity shipped
e. quantity back ordered
f. the name of the Contractor

Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

7.8 **SAMPLES:** Evidence in the form of samples may be requested if brand being quoted upon is other than as specified. The Authority reserves the right to request that such samples be furnished at the time of bid opening. The Authority also reserves the right to request samples after the date of bid opening. Requested samples must be furnished free of expense to the Authority and if not used in testing or destroyed, will, upon request, be returned at the Bidder's or Offeror's expense.

PART VIII – BIDDER / PROPOSER / SUCCESSFUL PROPOSER REMEDIES

8.1 **PROTEST OF AWARD OR DECISION TO AWARD/EXHAUSTION OF ADMINISTRATIVE PROCEEDING:** Any protest must be made within three (3) days following posting of the bid/proposal award. Protest procedures are available from the Authority Procurement Department. Notice of decision or intended decision concerning a Bid or Proposal solicitation or award will be given by posting the Bid or Proposal tabulation or recommended award at the location where the Bid or Proposals were opened. The Bidder or Proposer must exhaust this administrative proceeding before bringing suit. Failure to file a protest within the time prescribed herein and to exhaust the remedy provided by the Authority for such bid protest shall constitute a waiver of the right to bring suit.

8.2 **DISPUTES:** In the case of any doubt or differences of opinion as to the items to be furnished hereunder, the decision of the Authority's Procurement Analyst shall be final and binding on both parties.

8.2.1 **NO CONSEQUENTIAL DAMAGES:** Consequential damages shall not be available to a Successful Proposer for breach of contract by the Authority.

8.3 **NO DAMAGES REMEDY TO PROPOSER OR BIDDER:** An Proposer or Bidder who is unsuccessful shall not have a damages remedy as a result of the rejection of the Bid or Offer but shall be limited to the administrative remedies provided by the Authority and, after exhausting such remedies, the further remedy of declaratory relief or, in a proper case, injunction. Venue shall in all cases be in Osceola County, Florida.

8.4 **PERSONAL PRONOUNS AND TERMINOLOGY.** The personal pronouns, are used interchangeably regardless of sex and regardless of the legal status or identity of the entity or person to which the terms apply. Revised December 3, 2007

END OF SECTION 6

Attachment: PB 21-060 AGENDA 5-11-21 (12785 : PB 21-060 TWA Water Authority RFP18-100 Generator Maintenance Repair; CJ Sales and

need to procure and maintain any or all of the following coverage will be specifically addressed upon review of exposure. However, if hazardous materials are identified while carrying out this contract, no further work is to be performed in the area of the hazardous material until the Authority has been consulted as to the potential need to procure and maintain any or all of the following coverage through an addendum to the contract.

The Authority shall retain the right to review, at any time, coverage from, and amount of insurance. The procuring of required policies of insurance shall not be construed to limit the Contractor liability or to fulfill the indemnification provisions and requirement s of this Contract. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the Authority is an insured under this policy.

Contract award will be subject to compliance with the insurance requirements. Certificates of insurance evidencing coverage and compliance with the conditions to this Contract, and showing the Authority's proposal number, if any, and description of work, and copies of all endorsements are to be furnished to the Authority's Procurement Department prior to commencement of work, and a minimum of ten (10) calendar days after the expiration of the insurance contract when applicable. All insurance certificates shall be received by the Authority's Procurement Department before the Contractor shall commence or continue to work.

All policies required by this Contract, with the exception of Professional Liability and Workers' Compensation, or unless specific approval is given by the Authority, are to be written on an occurrence basis, shall name the Authority as additional insured as their interest may appear under this Contract.

7.6 INDEMNIFICATION

The Authority shall not be responsible for property damage, personal injury, or death to persons, which occurs without fault on the part of the Authority, as a result of or incident to the performance of the awarded firm. To the fullest extent permitted by laws and regulations, the awarded firm shall indemnify and hold harmless the Authority, its officers, employees, agents and other consultants of each and any of them from and against all claims, costs, losses and damages caused by, arising out of, or resulting from the performance of the work, provided that any such claim, cost, loss or damage is (1) attributable to bodily injury, sickness, disease or death resulting therefrom and (2) is caused in whole or in part by negligent act or omission of awarded firm, any subcontractor, any supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of a person or entity indemnified hereunder or whether liability is imposed upon such indemnified party by laws and regulations regardless of the negligence of any such person or entity.

END OF SECTION 7

Attachment: PB 21-060 AGENDA 5-11-21 (12785 : PB 21-060 TWA Water Authority RFP18-100 Generator Maintenance Repair; CJ Sales and

RFP-18-100, Generator Maintenance and repair Services

ATTACHMENT B
"NO BID" RESPONSE FORM

If for some reason you are not participating in this solicitation, PLEASE complete the following and return to:

Procurement Services Office
Toho Water Authority
1628 S. John Young Pkwy
Kissimmee, FL 34741

Company Name: _____
Address: _____
_____
_____

Phone Number: (___) _____
Fax Number: (___) _____

Reason for no response to the solicitation:

_____ Cannot supply at this time
_____ Conflict of Interest
_____ Suitable, but engaged in other work
_____ Quantity too small
_____ Cannot meet required minimum
_____ Opening date does not allow sufficient time to complete
_____ Equivalent not presently available
_____ Other reasons or remarks: _____

_____

_____

_____

_____
Print Name

_____
Signature

Attachment: PB 21-060 AGENDA 5-11-21 (12785 : PB 21-060 TWA Water Authority RFP18-100 Generator Maintenance Repair; CJ Sales and

CONTACT PERSON: _____

TELEPHONE: (_____) _____ - _____

FAX: (_____) _____ - _____

E-MAIL: _____

DESCRIPTION OF WORK PERFORMED:

_____

_____

DATE RANGE: _____

CONTRACT AMOUNT: _____

4. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: (_____) _____ - _____

FAX: (_____) _____ - _____

E-MAIL: _____

DESCRIPTION OF WORK PERFORMED:

_____

_____

DATE RANGE: _____

CONTRACT AMOUNT: _____

5. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: (_____) _____ - _____

FAX: (_____) _____ - _____

E-MAIL: _____

DESCRIPTION OF WORK PERFORMED:

_____

_____

DATE RANGE: _____

CONTRACT AMOUNT: _____

Attachment: PB 21-060 AGENDA 5-11-21 (12785 : PB 21-060 TWA Water Authority RFP18-100 Generator Maintenance Repair; CJ Sales and

EXHIBIT 'B'

Attachment: PB 21-060 AGENDA 5-11-21 (12785 : PB 21-060 TWA Water Authority RFP18-100 Generator Maintenance Repair; CJ Sales and

CJ's POWER SYSTEMS

TOTAL SOLUTIONS FOR EMERGENCY POWER SYSTEMS

ORIGINAL

Toho Water Authority
Toho Water Authority - RFP # 18-100 – Emergency Generators- Maintenance & Repair
Date: August 30, 2018- 2:00pm

Submitted by:

CJ's Sales and Service of Ocala, Inc.
132 NE 17th Place
Ocala, FL 34470

By: Darrin Jones
Title: CEO
Phone: 352-732-0271
Email: Sales@cjspower.com

Attachment: PB 21-060 AGENDA 5-11-21 (12785 : PB 21-060 TWA Water Authority RFP18-100 Generator Maintenance Repair; CJ Sales and

CJ's POWER SYSTEMS
TOTAL SOLUTIONS FOR EMERGENCY POWER SYSTEMS

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132 NE 17th Place ♦Ocala, Florida 34470 ♦ Toll Free (800) 877-1260 ♦ Fax (352) 732-0606
www.cjspower.com

MEMBER EGSA

National Fire Protection Association The authority on fire, electrical, and building safety NFPA

FLORIDA ASSOCIATION CONTRACTORS ELECTRICAL

Attachment: PB 21-060 AGENDA 5-11-21 (12785 : PB 21-060 TWA Water Authority RFP18-100 Generator Maintenance Repair; CJ Sales and

CJ's POWER SYSTEMS

TOTAL SOLUTIONS FOR EMERGENCY POWER SYSTEMS

Toho Water Authority-RPF # 18-100- Generator Maintenance and Repair

MANDATORY QUALIFICATIONS- Subcontractors

N/A

CJ's Sales and Service provides all work within our company

132 NE 17TH PL. OCALA, FL 34470
PHONE: 352-732-0271 FAX: 352-732-0606
WWW.CJSPOWER.COM

Attachment: PB 21-060 AGENDA 5-11-21 (12785 : PB 21-060 TWA Water Authority RFP18-100 Generator Maintenance Repair; CJ Sales and

CJ's POWER SYSTEMS

TOTAL SOLUTIONS FOR EMERGENCY POWER SYSTEMS

Toho Water Authority-RPF # 18-100- Generator Maintenance and Repair

MANDATORY QUALIFICATIONS- Litigation

N/A

132 NE 17TH PL. OCALA, FL 34470
PHONE: 352-732-0271 FAX: 352-732-0606
WWW.CJSPOWER.COM

Attachment: PB 21-060 AGENDA 5-11-21 (12785 : PB 21-060 TWA Water Authority RFP18-100 Generator Maintenance Repair; CJ Sales and

CJ's POWER SYSTEMS

TOTAL SOLUTIONS FOR EMERGENCY POWER SYSTEMS

Toho Water Authority-RPF # 18-100- Generator Maintenance and Repair

MANDATORY QUALIFICATIONS- FDEP Violations

N/A

132 NE 17TH PL. OCALA, FL 34470
PHONE: 352-732-0271 FAX: 352-732-0606
WWW.CJSPOWER.COM

Attachment: PB 21-060 AGENDA 5-11-21 (12785 : PB 21-060 TWA Water Authority RFP18-100 Generator Maintenance Repair; CJ Sales and

CJ's POWER SYSTEMS

TOTAL SOLUTIONS FOR EMERGENCY POWER SYSTEMS

Toho Water Authority-RPF # 18-100- Generator Maintenance and Repair

MANDATORY QUALIFICATIONS- Financial Information

Financial Statement is included in a separate envelope

132 NE 17TH PL. OCALA, FL 34470
PHONE: 352-732-0271 FAX: 352-732-0606
WWW.CJSPOWER.COM

Attachment: PB 21-060 AGENDA 5-11-21 (12785 : PB 21-060 TWA Water Authority RFP18-100 Generator Maintenance Repair; CJ Sales and

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/21/2018

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 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	CONTACT NAME: Nadya Kohlweiss
Lassiter-Ware Insurance of Ocala 2011 SW 20th Place Suite 101 Ocala FL 34474	PHONE (A/C, No, Ext): (800) 845-8437 FAX (A/C, No): (888) 883-8680 E-MAIL ADDRESS: nadyak@lassiterware.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
CJ's Sales & Service of Ocala, Inc., DBA: CJ's Power Systems; CJ Acquisitions LLC. 132 NE 17th Place Ocala FL 34470	INSURER A: Depositors Insurance Company	42587
	INSURER B: Allied Property & Casualty	42579
	INSURER C: Western World Insurance Company	13196
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 18-19 Master **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:	X		ACPGLDO3027432901	1/1/2018	1/1/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,00 $ 100,00 $ 5,00 $ 1,000,00 $ 2,000,00 $ 2,000,00
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			ACPCAP3027432901	1/1/2018	1/1/2019	EACH OCCURRENCE AGGREGATE	$ 2,000,00 $ 2,000,00
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
C	Pollution Liability Deductible: $5,000			EVP100005400	1/1/2018	1/1/2019	Aggregate	$2,000,00

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

The certificate holder is an additional insured under the terms and conditions of the general liability policy with respect to work performed by the named insured.

CERTIFICATE HOLDER

Toho Water Authority
Purchasing Dept
1628 S John Parkway
Kissimmee, FL 34741

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

J F Trias/NADYAK

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Attachment: PB 21-060 AGENDA 5-11-21 (12785 : PB 21-060 TWA Water Authority RFP18-100 Generator Maintenance Repair; CJ Sales and

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/22/2018

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.

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PRODUCER
Marsh Sponsored Programs
a division of Marsh USA Inc.
PO Box 14404
Des Moines, IA 50306-9686

CONTACT NAME: Marsh Sponsored Programs
PHONE (A/C, No, Ext): 1-877-320-9393 **FAX (A/C, No):** 515-365-0895
E-MAIL ADDRESS: riskmanagement@marshpm.com Vendor ID: 31459

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Old Republic Insurance Company	24147
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
CJ'S Power Systems
132 NE 17th PL
Ocala, FL 34470

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY 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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
A	AUTOMOBILE LIABILITY		X	L319082-18	05/01/2018	05/01/2019	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A						E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) GPBR: 2S50

Policy provides protection for any & all operations/jobs performed by the named insured where required by written contract. Certificate holder is an Additional Insured where required by written contract. Waiver of Subrogation included where required by written contract. Insurance is primary and non-contributory.

CERTIFICATE HOLDER

Toho Water Authority
Purchasing Dept
1628 S. John Parkway
Kissimmee, FL 34741

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
Brenda Vincent

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Attachment: PB 21-060 AGENDA 5-11-21 (12785 : PB 21-060 TWA Water Authority RFP18-100 Generator Maintenance Repair; CJ Sales and

T2-SUR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/21/2018

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.

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PRODUCER	CONTACT NAME: SOI Risk Department
Commercial Lines USI Insurance Services National, Inc. 2601 South Bayshore Drive, Suite 1600 Coconut Grove, FL 33133	PHONE (A/C, No, Ext): 888-572-2412 FAX (A/C, No): E-MAIL ADDRESS: certs@trinet.com
INSURED Strategic Outsourcing, Inc. PO Box 241448 Charlotte, NC 28224 RE: CJ's Sales & Services of Ocala, Inc.	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Indemnity Insurance Company of North America 43575 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 13371578 **REVISION NUMBER:** See below

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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WLR_C64970033	03/01/2018	03/01/2019	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

Workers' Compensation is limited to worksite employees of CJ's Sales & Services of Ocala, Inc. through a co-employment contract with Strategic Outsourcing, Inc.

CERTIFICATE HOLDER

Toho Water Authority
Purchasing Dept.
1628 S John Parkway
Kissimmee, FL 34741

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

Jeanne Brandon

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Attachment: PB 21-060 AGENDA 5-11-21 (12785 : PB 21-060 TWA Water Authority RFP18-100 Generator Maintenance Repair; CJ Sales and

CJ's POWER SYSTEMS

TOTAL SOLUTIONS FOR EMERGENCY POWER SYSTEMS

Toho Water Authority-RPF # 18-100- Generator Maintenance and Repair

MANDATORY QUALIFICATIONS- FDEP Inspection Reports

N/A

132 NE 17TH PL. OCALA, FL 34470
PHONE: 352-732-0271 FAX: 352-732-0606
WWW.CJSPOWER.COM

Attachment: PB 21-060 AGENDA 5-11-21 (12785 : PB 21-060 TWA Water Authority RFP18-100 Generator Maintenance Repair; CJ Sales and

CJ's POWER SYSTEMS

TOTAL SOLUTIONS FOR EMERGENCY POWER SYSTEMS

Toho Water Authority-RPF # 18-100- Generator Maintenance and Repair

Similar Projects

City of Altamonte Springs – Various Sites
985 Keller Road, Altamonte Springs, FL 32701
Contact: Andrew Lobban Phone: 407-571-8634
Email: alobban@altamonte.org
Generator maintenance and repairs
2012-Present
$59K
Ron Ellsworth, Joel Maldonado, Shawn Berryman

City of Winter Park – Various Sites
401 Park Avenue S., Winter Park, FL 32789
Contact: Lon Katschor Phone: 407-599-3315
Email: lkatschor@cityofwinterpark.org
Generator maintenance and repairs
2000- 2017
$40K
Ron Ellsworth, Joel Maldonado, Shawn Berryman

Sarasota County
1001 Sarasota Center Blvd. Sarasota, FL 34236
Contact: Jill Dallmann Phone: 941-861-0951
Email: jdallman@scgov.net
Generator maintenance and repairs
2015- Present
$100K
Garrett Owen, Joel Maldonado, Shawn Berryman, Ron Ellsworth, Kevin Achor, Ken Achor

Hillsborough County BOCC
601 E. Kennedy Blvd., County Center 18th Floor Tampa, FL 33601
Contact: Gordon Dawson Phone: 813-663-3205
Email: DawsonG@hillsboroughcounty.org
Generator maintenance and repairs
2015-Present
$700K
Garrett Owen, Joel Maldonado, Shawn Berryman, Ron Ellsworth, Kevin Achor, Ken Achor

Attachment: PB 21-060 AGENDA 5-11-21 (12785 : PB 21-060 TWA Water Authority RFP18-100 Generator Maintenance Repair; CJ Sales and

City of Melbourne
900 E Strawbridge Ave
Melbourne, FL 32901
Contact: Darrell Manchester Phone: 321-608-5191
Email: Darrell.manchester@mlbfl.org
Generator Maintenance and Repairs
2017- Present
$25K
Ron Ellsworth, Joel Maldonado, Shawn Berryman, Jacob Araiza

Attachment: PB 21-060 AGENDA 5-11-21 (12785 : PB 21-060 TWA Water Authority RFP18-100 Generator Maintenance Repair; CJ Sales and

CJ's POWER SYSTEMS

TOTAL SOLUTIONS FOR EMERGENCY POWER SYSTEMS

STAFF

SHAWN BERRYMAN – Lead Technician – Full Time
32 years' experience in all aspects of emergency power systems repair. Factory trained on Asco, Thompson Technology and Lexington transfer switches. Also, experienced with Dantel Alarm Systems.

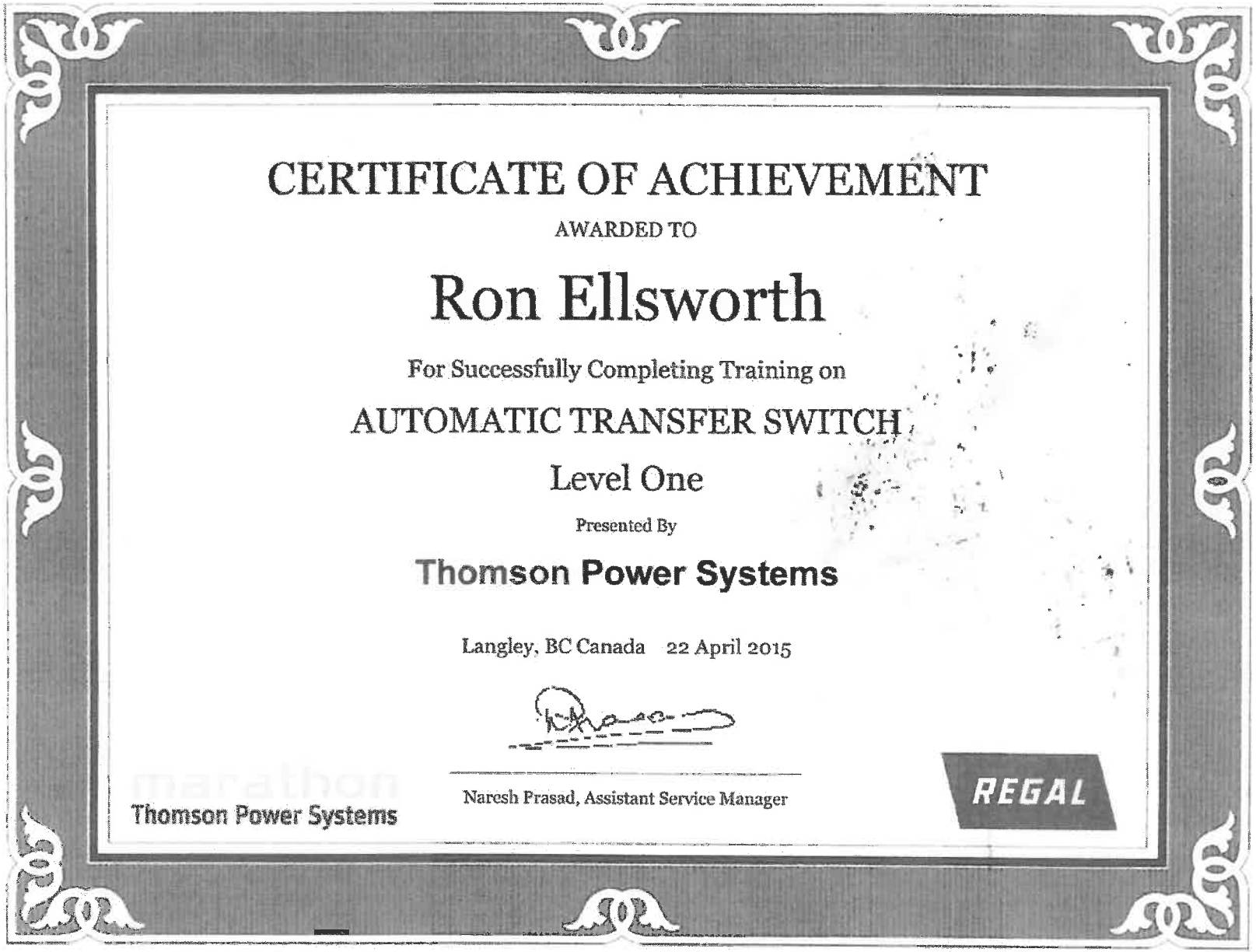
GARRETT OWEN– Technician – Full Time
9 years' experience in all aspects of emergency power systems maintenance and repair. Factory trained on Katolight/MTU Power Systems. Holds Level 1 certification.

RON ELLSWORTH- Lead Technician- Full Time
15 years' experience in all aspects of emergency power systems maintenance and repair. Factory trained on Taylor Power Systems. EGSA Certified

JOEL MALDONANDO- Technician- Full Time
22 years' experience in all aspects of emergency power systems maintenance and repair. Military trained in electrical power production.

132 NE 17TH PL. OCALA, FL 34470
PHONE: 352-732-0271 FAX: 352-732-0606
WWW.CJSPOWER.COM

Attachment: PB 21-060 AGENDA 5-11-21 (12785 : PB 21-060 TWA Water Authority RFP18-100 Generator Maintenance Repair; CJ Sales and



CERTIFICATE OF ACHIEVEMENT

AWARDED TO

Ron Ellsworth

For Successfully Completing Training on

AUTOMATIC TRANSFER SWITCH

Level One

Presented By

Thomson Power Systems

Langley, BC Canada 22 April 2015

Naresh Prasad, Assistant Service Manager

marathon
Thomson Power Systems

REGAL

Certificate of Achievement

Awarded to

Shawn Berryman

For Successfully Completing the Course of

800 Series Transfer Switches

Presented by

Thomson Technology

Jan 22,2007

THOMSON TECHNOLOGY
POWER & CONTROL
A REGAL-BELOIT COMPANY

Instructor: Glenn Drayson

ID No. 2923

Certificate of Training

This is to certify that

Shawn Berryman

Of

CJ's Sales & Service

has successfully completed a course of instructions on

GEN II

KATOLIGHT®

CORPORATION

Todd Riemann
Director of Factory Training

ID No. 2912

Certificate of Training

This is to certify that

Garrett Owen

Of

CJ's Sales & Service

Power System Solutions

has successfully completed a course of instructions on

GEN I

KATOLIGHT

15-16

CORPORATION

Todd Riemann
Director of Factory Training

Attachment: PB 21-060 AGENDA 5-11-21 (12785 : PB 21-060 TWA Water Authority RFP18-100 Generator Maintenance Repair; CJ Sales and

CJ's POWER SYSTEMS
TOTAL SOLUTIONS FOR EMERGENCY POWER SYSTEMS

Toho Water Authority RPF # 18-100– Emergency Generators- Maintenance & Repair

PROJECT APPROACH

It is the intent of CJ's Sales and Service to schedule a meeting with Toho Water Authority personnel to review existing equipment records.

If awarded, CJ's proposes continuation of services, with site inspections and/or scheduled maintenance as due. Inspections will continue Bi-Annual and Annual schedule. All annual services will be performed in accordance with Toho Water Authority guidelines of annually or 250 hours of operation.

Three CJ's technicians will be introduced to the maintenance schedule, to insure sight familiarity, in accordance with CJ's policies. All technicians that will be responsible for these sites will be equipped with completely stocked company trucks, including all parts, tools, testing equipment, safety equipment, signage and materials needed to complete all inspections. In the event minor repairs are required, CJ's technicians are prepared to make minor repairs at time of service. Should a major issue be found with any unit, CJ's technician will document with pictures and complete a write up to Toho Water Authority with a repair quote for approval. This write up will include parts needed, estimated time of repair and projected schedule to perform repair. At any time Toho Water Authority wishes to access the inspection schedule, quoted repairs and/or maintenance performed, our service coordinator can be contacted directly to furnish this request.

CJ's will provide Toho Water Authority with a complete contact list including cell phone numbers, emails of field service technicians and field service sales representative. CJ's toll-free and direct office phone numbers are on a 24-hour emergency system with technicians on call 24 hours a day, 7 days a week.

CJ's Power Systems will not deviate from any scope of work requirements.

132 NE 17th Place ♦ Ocala, Florida 34470 ♦ Toll Free (800) 877-1260 ♦ Fax (352) 732-0606
www.cjspower.com

MEMBER EGSA
National Fire Protection Association The authority on fire, electrical, and building safety
FLORIDA ELECTRICAL CONTRACTORS ASSOCIATION

Attachment: PB 21-060 AGENDA 5-11-21 (12785 : PB 21-060 TWA Water Authority RFP18-100 Generator Maintenance Repair; CJ Sales and

RFP-18-100, Generator Maintenance and repair Services

ATTACHMENT A
PROPOSAL FEE FORM

Please see Attachment A, Proposal Fee Form. It's attached separately.

Attachment: PB 21-060 AGENDA 5-11-21 (12785 : PB 21-060 TWA Water Authority RFP18-100 Generator Maintenance Repair; CJ Sales and

ATTACHMENT A

PROPOSAL FEE FORM

RFP-18-100, Generator Maintenance and Repairs - PRICE LIST

Location	Description	Hours	Engine #	Model	Serial #	KW	KVA	Volts	Amps	Bi-annual Insp. A Unit Price	Annual Insp. B Unit Price	Total Extended C=A+B Price	Load Bank Test Price
Admin. Bldg.													
Stationary at MLK	CAT Generator	200		LC5	G5A03805	250		480					
	CAT Engine			C9	S9L02914								
	ASCO ATS			300	557683					$ 139.00	$ 448.00	$ 587.00	$ 398.00
1145 Kissimmee LS													
LS 6	CAT Generator	1081		SR4	CER00536	500		480					
	CAT Engine			3456	7WG00776								
	CAT ATS			CTG	TSA00795					$ 119.00	$ 488.00	$ 607.00	$ 598.00
LS 17	CAT Generator	825		SR4B	9DR04054	350		480					
	CAT Engine			3406	4ZR07423								
	ASCO 7000			F7ATSB3800N5	162780					$ 119.00	$ 468.00	$ 587.00	$ 498.00
LS 18	Cummins Generator	684		DQDAC-5762295	FO60940198	300		480					
	Cummins Engine			QSL9GS	46637286								
	Cummins ATS			OTPCC-5762282	E060922877					$ 119.00	$ 448.00	$ 567.00	$ 598.00
LS 32	CAT Generator	456		D40-4	00644ENCD00459	40		240					
	CAT Engine			3054-C	E4M0031								
	ASCO ATS			300	317114-022					$ 119.00	$ 298.00	$ 417.00	$ 498.00
LS 35	Onan Generator	723		DGFB-5628754	G030526433	175		480					
	Cummins Engine			6CTA8.3-G2	46321107								
	Cummins T/S			OTPCC-5628753	G030523706					$ 119.00	$ 398.00	$ 517.00	$ 498.00

Attachment: PB 21-060 AGENDA 5-11-21 (12785 : PB 21-060 TWA Water Authority RFP18-100 Generator

LS 46	Onan Generator	332	DSHAC7082041	D080173332	200	480				
	Cummins Eng		QSL9 G2 NR3	4686236						
	Onan ATS		OTPCC-7063939	B080160221			$ 119.00	$ 448.00	$ 567.00	$ 498.00
LS 55	Olympian Generator	406	D100P1	OLY00000VNPS01 935	100	480				
	Perkins Engine		1500-2330	YB51047#4845553 14						
	ASCO ATS		300	258970			$ 119.00	$ 329.00	$ 448.00	$ 498.00
LS 57	Cat Generator	1202	SR4	CER00535	500	480				
	Cat Engine		3456	7WG00775						
	Zenith 382H		CTG	TSA00783			$ 119.00	$ 488.00	$ 607.00	$ 598.00
LS 72	Cat Generator	673	3116	5JF00626	125	480				
	Cat Engine		3116 DI	2SG00312						
	Onan		OTPCC-5928805	G070086292			$ 119.00	$ 329.00	$ 448.00	$ 498.00
LS 86	CAT Generator	644	LC5	G5A03001	250	480				
	CAT Engine		C9	S9L02081						
	CAT ATS		CTG	TSA16623			$ 119.00	$ 448.00	$ 567.00	$ 498.00
LS 97	Cummins Generator	1382	DQDAC-5762294	F060940199	300	480				
	Cummins Engine		QSL9-G5	46630414						
	Zenith		ZG45A.....	1580580			$ 119.00	$ 448.00	$ 567.00	$ 698.00
LS 111	Onan Generator	435	275DFBF	L94056480	275	480				
	Cummins Engine		NTA855-G6	3038814						
	Onan ATS		OT600	K940564582			$ 119.00	$ 448.00	$ 567.00	$ 498.00
LS 116	Kohler Generator	1143	450ROZD71	370560	450	480				
	Detroit Engine		7237406	12VA089342						
	Zenith T/S		ZTSH100EX-5	231222			$ 119.00	$ 488.00	$ 607.00	$ 498.00
LS 208	Onan Generator	578	DFEK5788743	E070053891	500	480				
	Cummins Engine		Q5X15-G9	79245151						
	Cutler Hammer ATS		ATVMGB31200XR V	K229977			$ 119.00	$ 488.00	$ 607.00	$ 598.00
	Onan Generator	275	DQDAA-5909293	I070102968	250	480				

Attachment: PB 21-060 AGENDA 5-11-21 (12785 : PB 21-060 TWA Water Authority RFP18-100 Generator

LS 209	Cummins Engine			QSL9-63	21792127						
	Cummins Engine			ATVILDA3040?CDM	KZAA103853			$ 119.00	$ 448.00	$ 567.00	$ 498.00
LS 221 (Z7)	Onan Generator	224		DGHDA1323085	B130463663	50	480/277				
	Cummins Engine			4BTAA3.3 G7	72006604						
	Cummins ATS			OTECA-1322307	K120422723			$ 119.00	$ 488.00	$ 607.00	$ 498.00
LS 227	CAT Generator	57		LC6	G6B11472	350	480				
	CAT Engine			C15	FSE01296						
	CAT Zenith			CTG	TSA26019			$ 119.00	$ 498.00	$ 617.00	$ 498.00
1145 Kissimmee Portables											
WS 168	Kohler Generator	2320		180ROZJ71	362264	180	480				
	John Deere Engine			6076AF011	RG6076A201197			$ 119.00	$ 398.00	$ 517.00	$ 498.00
WS 169	Kohler Generator	2448		125R0Z81	364390	125	208/480				
	John Deere Engine			6076TF010	RG6076T201410			$ 119.00	$ 398.00	$ 517.00	$ 498.00
WS 177	Kohler Generator	248		250ROZD71	378460	250	313 208/480				
	Detroit Engine			80637405	06VF215692			$ 119.00	$ 448.00	$ 567.00	$ 398.00
WS 253	Olympian Generator	1141		D125P2	F7473A/001	125	480				
	Perkins Engine			XPKXL05-9YK1	YD50701			$ 119.00	$ 329.00	$ 448.00	$ 498.00
WS 362	MAGNUM Generator	632	MGG125	363PSL1661	63205	90	208-480				
	John Deere Engine			6068TF275	PE6068T504051			$ 119.00	$ 298.00	$ 417.00	$ 398.00
WS 467	Tradewinds	433		TP-140-T3	26607	140	480/277				
	Perkins Engine			P138420	U024166U			$ 119.00	$ 329.00	$ 448.00	$ 498.00
WS 626	Tradewinds Generator	137		TP175E60T3FG?	36705	160	208/460				
	Perkins Engine			PJ70696	U046209Y			$ 119.00	$ 329.00	$ 448.00	$ 398.00
1345 BVL Area LS											

Attachment: PB 21-060 AGENDA 5-11-21 (12785 : PB 21-060 TWA Water Authority RFP18-100 Generator

LS 1	John Deere Generator	863	JD150SS	396	150	480				
	John Deere Engine		6068HF158	CD6068H671037						
	Zenith T/S		2TG3K22EC-7	1411720			$ 119.00	$ 329.00	$ 448.00	$ 398.00
LS 15	CAT GENERATOR		LC-5	G5AO1184	250	780				
	CAT ENGINE		C-9	S9L01249						
	ASCO 7000 T/S		H7ADT8A30800N50C	387266			$ 119.00	$ 448.00	$ 567.00	$ 498.00
LS 21	Cumins Generator	264	DSGAC1212682	I120392947	150	480				
	Cummins Engine		QSB765NR3	73449044						
	Cummins ATS		OTECB-1212681	I120389189			$ 119.00	$ 329.00	$ 448.00	$ 398.00
1345 BVL Area Portable										
WS 310	Coleman Generator	1672	CC430-50	488461	50	208/480				
	Cummins Engine		4BT-3.9	44214485			$ 119.00	$ 298.00	$ 417.00	$ 398.00
WS 384	Magnum 125	548	363PSL1661	L1 0123645-0606	125	208/480				
	John Deere Engine		6068TF275	PE6068T603077			$ 119.00	$ 329.00	$ 448.00	$ 498.00
WS 550	Tradewinds	21	TP150		105	208/460				
	Tradewinds Generator	27	TP100E60T3FG?	34070	100	480/277				
	Perkins Engine		NJ70816	U186125W			$ 119.00	$ 329.00	$ 448.00	$ 398.00
1445 Poinciana Stationary										
OPS Bldg 515CC	Generac Generator	70	SDO1003G176.7D18HP5Y3	9627108	100	208				
	FPT Engine		F4GE9685A	J602-01229695						
	ASCO ATS		J03AUSB304000G194??	1053091			$ 119.00	$ 329.00	$ 448.00	$ 398.00
CS Bldg 601CC	Onan Generator	966	125DGEA	A940530802	125	208/120				
	Cummins Engine		6CT8.3-G	44963085						

Attachment: PB 21-060 AGENDA 5-11-21 (12785 : PB 21-060 TWA Water Authority RFP18-100 Generator

	ASCO ATS		300	884330-002RE				$ 119.00	$ 329.00	$ 448.00	$ 498.00
LS 1 P	Cummins Generator	66	DGDA-5005602	L010312542	80	120/24 0					
	Cummins Engine		6BT5.9-G6	46167361							
	ASCO ATS		300	803359RE				$ 119.00	$ 298.00	$ 417.00	$ 398.00
LS 17 P	Marelli Generator	1261	MJB 250 MA4	MT15690	164	480					
	Deutz Engine		BF6M1013EC	10206805							
	Cutler Hammer ATS		ATVILDA 30400XDU	KZAA35040				$ 119.00	$ 329.00	$ 448.00	$ 398.00
LS 27 P	Marelli Generator	90	MJB 2504 MA4	MT15687	164	480					
	Deutz Engine		BF6M1013EC	10334536							
	Cutler Hammer ATS		ATVILDA 30400XDU	KZAA35040				$ 119.00	$ 329.00	$ 448.00	$ 398.00
LS 39 P	Marelli Generator	1572	MJB 250 MA4	MT15696	164	480					
	Deutz Engine		BF6M1013EC	10206806							
	ASCO ATS		300	479647-006RE				$ 119.00	$ 329.00	$ 448.00	$ 398.00
LS 42 P	Cummins Generator	270	DSFAD1217654	L120434153	60	480/27 7					
	Cummins Engine		QSB5-G3NR3	73770450							
	Cummins ATS		OTECC-1217653	K120422772				$ 119.00	$ 298.00	$ 417.00	$ 398.00
LS 65 P	Onan Generator	1698	15ODGFA	E940542239	150	480	226				
	Cummins Engine		6CTA8.3G	45014835							
	Onan ATS		OTPCC-5657191	A040592154				$ 119.00	$ 329.00	$ 448.00	$ 398.00
LS 67 P	Cummins Generator	230	DSFAE1217652	L120434152	80	480/27 7					
	Cummins Engine		QSB5G3-NR3	73474595							
	Cummins ATS		OTECC-1217653	K120422723				$ 119.00	$ 298.00	$ 417.00	$ 398.00
LS 85 P	CAT Generator	528	SR4B	9CR03187	300	240					
	CAT Engine		3406	1DZ08758							
	ASCO ATS		300	916828-002RE				$ 119.00	$ 448.00	$ 567.00	$ 950.00
	Onan Generator		DSHAC-4086194	C100102353	250	480					

Attachment: PB 21-060 AGENDA 5-11-21 (12785 : PB 21-060 TWA Water Authority RFP18-100 Generator

LS 128 P	Cummins Engine		QSL9G2NR3	73077063					$ 119.00	$ 448.00	$ 567.00	$ 498.00
	ASCO		7000	593498RE								
1445 Poinciana Portable												
WS 445	Master Power	4	4045HF285H	PE4045LO58913	125		460/230					
	Marelli Generator	161	MJB225LA4	NV33058	139		480/277					
	John Deere Engine		4045HF285	PE4045L058913					$ 119.00	$ 329.00	$ 448.00	$ 498.00
WS 479	**Tradewinds**		TP150		175		208/460					
	Tradewinds Generator	531	TP-125-T3	27579			480/277					
	Perkins Engine		PT38421	027665U					$ 119.00	$ 398.00	$ 517.00	$ 398.00
TWA Training Site	**Service upon request only**											
Generator 1	Newage Generator		TP215		215							
	International Engine		GCA325						$ 119.00	$ 448.00	$ 567.00	$ 498.00
1110 SB WRF												
Generator 1 North	Kohler Genset	251.3	1750RE0ZD	2266761	1760	2200	480	2646				
	Detroit Diesel		T1238A36	5262003967					$ 149.00	$ 698.00	$ 847.00	$ 1,250.00
Generator 2 South	Kohler	251.2	1750RE0ZD	2266762	1760	2200	480	2646				
	Detroit Diesel		T1238A36	5262003963					$ 149.00	$ 698.00	$ 847.00	$ 1,250.00
1110 Imperial Site												
Generator 1	Onan Gen	1500	800DF5B	E940543588	800		480					
	Cummins Eng		KTA38-G2	97612-70								
	Cutler-Hammer T/S		AC-23A	SPBNH316R					$ 149.00	$ 898.00	$ 1,047.00	$ 950.00
1111 Parkway WRF												
Generator 1	Cat. Generator	303.2	SR4B-GD	G5D00496	1000	1250	480	1504				
	Cat. Engine		C32	SYCO3266								
	ASCO T/S								$ 149.00	$ 898.00	$ 1,047.00	$ 950.00

Attachment: PB 21-060 AGENDA 5-11-21 (12785 : PB 21-060 TWA Water Authority RFP18-100 Generator

1112 Sandhill WRF												
Generator 1	Cat. Gen.	970	SR-4B	2FN00887	1000	1250	480	1503				
	Cat. Engine		3512	24Z08271								
	Cuttler/Hammer T/S		DS2632	272P0241901					$ 149.00	$ 898.00	$ 1,047.00	$ 950.00
Generator 2	Cat. Gen	880	SR-4B	4GN01059	2000	2500	480	3007				
	Cat. Engine		3516	GZS00291								
	Square D T/S		NW30H	298295 FP					$ 149.00	$ 1,650.00	$ 1,799.00	$ 2,500.00
1112 Indian Ridge												
Generator 1	Katolight	1050	**D135FHh4**	UM3539647M3677 1	135			277/180				
	Engine		**D4800TA**						$ 119.00	$ 329.00	$ 448.00	$ 398.00
1113 Camelot WRF												
Generator 3 Replacement	CAT Generator	1574	SR4	5UA02016	750	938	480/277	1128				
	CAT Engine		3508DITA	23Z04956								
	ASCO ATS		9210	426919001					$ 149.00	$ 698.00	$ 847.00	$ 950.00
Generator 4 Replacement	CAT Generator	269	SR5	G1E00984	1000		480/277	1504				
	CAT Engine		C32	PRH00860								
	ASCO ATS		4000	836831WE					$ 149.00	$ 898.00	$ 1,047.00	$ 950.00
1210 Harmony WRF												
Generator 1	CAT Generator	38.6	1000SC2	CAT00C32KJAZ03016	1000	1250	480/277					
	CAT Engine			PRH05933								
	ASCO ATS			1240328					$ 119.00	$ 448.00	$ 567.00	$ 498.00
1410 Cypress W WRF												
Generator 1	Cummins/Stamford Engine		P.1734G1	X17J423708								
	Cummins	13.9	DQKAB-1724808	L170289343	2000	2500	480	3007.1				
	Switch Gear		NW 40 HS	85376776803			480/277	3200	$ 149.00	$ 1,650.00	$ 1,799.00	$ 2,500.00
Generator 2	Cummins/Stamford Engine		P.1734D1	X17J433703								
	Cummins	20.4	DQGAB-1724809	L170289971	1500	1875	480	2255.3				

Attachment: PB 21-060 AGENDA 5-11-21 (12785 : PB 21-060 TWA Water Authority RFP18-100 Generator

	Switch Gear		NW 32 H1	85131435601			480/277	3200	$ 149.00	$ 1,650.00	$ 1,799.00	$ 2,500.00
1411 Walnut DR WRF												
Generator 1	Caterpillar Generator	1261	SR4B	9DR03994	400	500	480					
	Engine								$ 119.00	$ 498.00	$ 617.00	$ 598.00
1412 Lake Marion WRF												
Generator 1	Caterpillar Generator	1143	3412	81709847G	600		480					
	Caterpillar Engine								$ 119.00	$ 688.00	$ 807.00	$ 750.00
1100 Camelot West WTP												
Generator 1 Well 1	Onan Generator	1951	300DFCB	D910384438	300		480/277					
	Cummins Engine		NTA 855-G2	30331149								
	ASCO		ADTSA30600N5?	810158RE					$ 119.00	$ 448.00	$ 567.00	$ 598.00
Generator 2 Well 2	Olympian Generator	120	D150P4	OLY00000VNN500313	150		480/277					
	Perkins Engine		1300	WR4625N1317546								
	ASCO		300	1479223					$ 119.00	$ 329.00	$ 448.00	$ 398.00
1100 N. Bermuda WTP												
Generator 1	CAT Generator	1114	SR4B	7TN00556	1600	2000	480	2405				
	CAT Engine		3516	25Z05086								
	Zenith ATS		ZTSCTH300EX-5	240400					$ 149.00	$ 1,450.00	$ 1,599.00	$ 1,250.00
NB Well 4	Kohler 150		Decision Maker									
	Kohler Engine			S/N PE6068N006346								
	Kohler ATS 1500			S/N SGM32LL3J					$ 119.00	$ 329.00	$ 448.00	$ 398.00
NB Well 5	Onan Generator	527	DQDAA-5762292	F060939841	250	312	480/277	375				
	Cummins Engine		QSL9-G5	46628704								

Attachment: PB 21-060 AGENDA 5-11-21 (12785 : PB 21-060 TWA Water Authority RFP18-100 Generator

	Onan ATS		OTPCC	E060922879					$ 119.00	$ 448.00	$ 567.00	$ 398.00
NB Well 6	Onan Generator	620	DQDAC-5762293	F060939840	300	375	480	451				
	Cummins Engine		QSLG5	46624757								
	T/S Cummings								$ 119.00	$ 448.00	$ 567.00	$ 498.00
1100 Northwest WTP												
Generator 1	CAT Generator	1236	SR4B	7TN00680	1600	1600	480	2405				
	CAT Engine		3516	25Z06231								
	Zenith ATS		ZTSCTH400EX-5	1309910-1					$ 149.00	$ 1,450.00	$ 1,599.00	$ 1,250.00
NW Wells 1+2 Gen 1	Onan Generator	1330	DFE15R155.0	C850752987	155	194	480	233				
	Cummins Engine		NT855G	30119619								
	ASCO		7000	810480RE					$ 119.00	$ 398.00	$ 517.00	$ 498.00
NW Well 3 Gen 2	Cat Gen	990	D160	94460-G35665	160	200	480	240				
	Cat Eng		D4800									
	T/S Zenith								$ 119.00	$ 348.00	$ 467.00	$ 398.00
1100 Parkway WTP												
Generator 1	CAT Generator	1101	Cat.3412	81Z17153	450	562	480	676				
	CAT Engine		3412									
	T/S ASCO		E4473120097X	827302001					$ 129.00	$ 488.00	$ 617.00	$ 498.00
1100 Southwest WTP												
Generator 1	Cat Gen	118	SR4B	7TN01151	1750	2188	480	2632				
	Cat Eng		3516									
	T/S								$ 149.00	$ 1,650.00	$ 1,799.00	$ 1,250.00
SW Well 1 Generator 5	Stanford Gen.			A0913147492	600	800	480	3				
	Cummins Eng.		DQDAC-5762296	F060940197					$ 119.00	$ 688.00	$ 807.00	$ 750.00
SW Well 2 Generator 6	Onan Generator	453			350	438	480					
	Engine											
	T/S Zenith								$ 119.00	$ 468.00	$ 587.00	$ 498.00

Attachment: PB 21-060 AGENDA 5-11-21 (12785 : PB 21-060 TWA Water Authority RFP18-100 Generator

1100 Spring lake WTP												
Generator 1	Onan Gen. Cummins Eng. T/S Onan	687		OTPCB-4960728	46111102 E010239665	125	156.3	480	433	$ 119.00	$ 329.00	$ 448.00	$ 498.00
1200 Harmony WTP												
Generator 1	CAT Generator CAT Engine ATS?	587		SR4B CAT 3306	SDR01221 9NR05421	250	156.3	480	377	$ 119.00	$ 448.00	$ 567.00	$ 498.00
Harmony Well 2	Cummins Generator					60	75	240		$ 119.00	$ 298.00	$ 417.00	$ 398.00
1300 BVL WTP												
Generator 1	Cat. Generator Cat. Engine T/S Zenith	420		SR4B 3406 ZTGK60ES-7	9DR03719 42R06843 1316830	400	500	480	602	$ 119.00	$ 498.00	$ 617.00	$ 598.00
1300 Bay Lake												
Generator 1	Magnetek Generator Ford Engine T/S	1425		RDS500 4.9L	1350535812 25766F08RH	35	?	240/120	?	$ 119.00	$ 298.00	$ 417.00	$ 398.00
1400 Poinciana WTP												
WTP 5 Huron	Onan Generator Cummins Engine ASCO	270		DFAC-4483902 LTA-10G1 300	H000143064 35013881 171189	250	312.5	480/277		$ 119.00	$ 448.00	$ 567.00	$ 498.00
WTP 5 Well 5-5	CAT Generator CAT Engine ASCO	2875		SR4 3408 4000	BM0E1034 30A01883 809562-002RE	125	156	480/277		$ 119.00	$ 329.00	$ 448.00	$ 498.00
WTP 6	CAT Generator CAT Engine	978		SR4B 3406	9CR02930 1DZ06131	300		480					

Attachment: PB 21-060 AGENDA 5-11-21 (12785 : PB 21-060 TWA Water Authority RFP18-100 Generator

BellaLago	Cutler Hammer	ATVINBA30800???	40013988177?		$ 119.00	$ 448.00	$ 567.00	$ 598.00
Stoneybrook								
Booster Station	Cummins Generator	DFEJ-7091159	450	480				
	Engine							
	ATS				$ 119.00	$ 498.00	$ 617.00	$ 498.00

TOTAL EXTENDED PRICE	**$ 52,620.00**	
Hourly Rate during Business Hours		$ 80.00
Emergency Hourly Rate		$ 120.00
% Markup of for parts, if any		20%

Failure to submit this form may disqualify your response

We do not take exception to the scope of work

No Exception

We take exception to the Scope of works as follows:

Attachment: PB 21-060 AGENDA 5-11-21 (12785 : PB 21-060 TWA Water Authority RFP18-100 Generator

WTP 5 Well 5-5	CAT Generator	2875	SR4	BM0E1034
	CAT Engine		3408	30A01883
	ASCO		4000	809562-002RE
WTP 6 BellaLago	CAT Generator	978	SR4B	9CR02930
	CAT Engine		3406	1DZ06131
	Cutler Hammer		ATVINBA30800???	4001398817??
Stoneybrook				
Booster Station	Cummins Generator		DFEJ-7091159	
	Engine			
	ATS			

Failure to submit this form may disqualify your response

We do not take exception to the scope of work ✓

We take exception to the Scope of works as follows: N/A

The Authority reserve the right to reject any or all bids, to waive informalities, and to accept all or

The Undersigned Agrees:

A. To accept the stipulation of all Terms and Conditions and Specifications including delivery and

B. To enter into and execute a Contract if awarded on the basis of this Bid.

C. To accomplish the work in accordance with the Bid documents and Specifications.

Company: CJ's Sales and Service of Ocala, Inc

Address: 132 NE 17th Place

City: Ocala **State:** FL **Zip:** 34470

Print Name: Darrin Jones **Title:** CEO

Telephone: 352-732-0271 **Fax:** 352-732-0225 **Email:** service@cjspow

Federal Tax ID 59-2488285

Signature: [signature] **Date:** 8/29/18

Have you supplied all the Submittal Requirements outlined below?

Attachment: PB 21-060 AGENDA 5-11-21 (12785 : PB 21-060 TWA Water Authority RFP18-100 Generator Maintenance Repair; CJ Sales and

- [x] (1) Original and (5) copies of proposal package plus proposal on a CD-ROM or
- [x] Any addenda pertaining to this solicitation
- [x] References
- [x] List of possible subcontractors
- [x] Certificate(s) of Insurance (evidencing
- [x] Copy of proper professional licenses or credentials including your local busine

Attachment: PB 21-060 AGENDA 5-11-21 (12785 : PB 21-060 TWA Water Authority RFP18-100 Generator Maintenance Repair; CJ Sales and

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS LICENSING BOARD
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

(850) 487-1395

MITCHELL, JED D
CJ'S SALES AND SERVICE OF OCALA INC
17195 SW 135TH LANE
ARCHER FL 32618

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto **www.myfloridalicense.com**. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

EC13001925 ISSUED: 08/28/2016

CERTIFIED ELECTRICAL CONTRACTOR
MITCHELL, JED D
CJ'S SALES AND SERVICE OF OCALA IN

IS CERTIFIED under the provisions of Ch 489 FS
Expiration date AUG 31 2018
L1608280004532

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
ELECTRICAL CONTRACTORS LICENSING BOARD

LICENSE NUMBER	
EC13001925	ADDITIONAL BUSINESS QUALIFICATION

The ELECTRICAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018

MITCHELL, JED D
CJ'S SALES AND SERVICE OF OCALA INC
132 NE 17TH PLACE
OCALA FL 34470

ISSUED: 08/28/2016 DISPLAY AS REQUIRED BY LAW SEQ # L1608280004532

Attachment: PB 21-060 AGENDA 5-11-21 (12785 : PB 21-060 TWA Water Authority RFP18-100 Generator Maintenance Repair; CJ Sales and

City of Ocala

BUSINESS TAX CERTIFICATE

FOR

C J'S SALES AND SERVICE OF OCALA INC

BUSINESS NUMBER:	**37892**
BUSINESS LICENSE NUMBER:	**A33806**
AUTHORIZED BUSINESS LOCATION:	**132 NE 17 PL**
TYPE OF BUSINESS:	**CONTRACTORS**
SUBTYPE:	**ELEC CONTRACTOR**

EXPIRES: September 30, 2018

THIS PERMIT IS ISSUED FOR THE PERIOD AS STATED ABOVE AND MUST BE CONSPICUOUSLY DISPLAYED AT ALL TIMES.

DATE PAID: **September 18, 2017**

FEE AMOUNT :	LICENSE FEE DESCRIPTION :
$ 75.00	ALL PROFESSIONALS

ISSUED BY:
City of Ocala
Growth Management Department
201 SE 3RD Street (2nd floor)
Ocala, Florida 34471
352-629-8421

Pursuant to Section 62-75, issuance of a Business Tax Certificate and Occupational License does not imply compliance with Chapter 122, Zoning.

LICENSE ISSUED TO:
C J'S SALES AND SERVICE OF OCALA INC
MITCHELL, JED D
132 NE 17TH PL
OCALA, FL 34470-4103

NOTICE:
IF YOU ARE NO LONGER IN BUSINESS, OF GO OUT OF BUSINESS, YOU ARE REQUIRE TO NOTIFY THE "ONE STOP PERMIT CENTER" AT 629-8421 TO CLOSE THIS CERTIFICATE OR PENALITIES COULD APPL

Attachment: PB 21-060 AGENDA 5-11-21 (12785 : PB 21-060 TWA Water Authority RFP18-100 Generator Maintenance Repair; CJ Sales and

RFP-18-100, Generator Maintenance and repair Services

ATTACHMENT A
PROPOSAL FEE FORM

Please see Attachment A, Proposal Fee Form. It's attached separately.

Attachment: PB 21-060 AGENDA 5-11-21 (12785 : PB 21-060 TWA Water Authority RFP18-100 Generator Maintenance Repair; CJ Sales and

RFP-18-100, Generator Maintenance and repair Services

ATTACHMENT B
"NO BID" RESPONSE FORM

If for some reason you are not participating in this solicitation, PLEASE complete the following and return to:

Procurement Services Office
Toho Water Authority
1628 S. John Young Pkwy
Kissimmee, FL 34741

Company Name: _____
Address: N/A
_____
_____

Phone Number: (____) _____
Fax Number: (____) _____

Reason for no response to the solicitation:

_____ Cannot supply at this time
_____ Conflict of Interest
_____ Suitable, but engaged in other work
_____ Quantity too small
_____ Cannot meet required minimum
_____ Opening date does not allow sufficient time to complete
_____ Equivalent not presently available
_____ Other reasons or remarks: _____

_____

_____

_____

Darrin Jones
Print Name

Signature

Attachment: PB 21-060 AGENDA 5-11-21 (12785 : PB 21-060 TWA Water Authority RFP18-100 Generator Maintenance Repair; CJ Sales and

RFP-18-100, Generator Maintenance and repair Services

ATTACHMENT C
REFERENCES

The following information is required in order that your Bid may be reviewed and properly evaluated.

Company Name: CJ's Sales and Service of Ocala, Inc.

Length of Time Company has been in Business: _____

Business Address: 132 NE 17th Place, Ocala, FL 34470

Telephone Number: 352-732-0271 Fax Number: 352-732-0606

Total number of current employees: 18 Full-time 18 Part-time 0

Number of employees you plan to use to service this contract: 3

1. COMPANY NAME: City of Altamonte Springs
   ADDRESS: 962 Keller Road, Altamonte Springs, FL 32701
   CONTACT PERSON: Andrew Lobban
   TELEPHONE: (407) 571 - 8634
   FAX: (407) 571 - 8638
   E-MAIL: alobban@altamonte.org
   DESCRIPTION OF WORK PERFORMED:
   Generator maintenance and repairs
   DATE RANGE: 2012- Present
   CONTRACT AMOUNT: 59K

2. COMPANY NAME: Sarasota County
   ADDRESS: 1001 Sarasota Center Blvd. Sarasota, FL 34236
   CONTACT PERSON: Jill Dallmann
   TELEPHONE: (941) 861 - 0951
   FAX: (NA) _____ - _____
   E-MAIL: jdallmann@scgov.net
   DESCRIPTION OF WORK PERFORMED:
   Generator maintenance and repairs
   DATE RANGE: 2015-Present
   CONTRACT AMOUNT: 100K

3. COMPANY NAME: Hillsborough County BOCC
   ADDRESS: 601 E Kennedy Blvd, County Center 18th Floor Tampa, FL 33601

Attachment: PB 21-060 AGENDA 5-11-21 (12785 : PB 21-060 TWA Water Authority RFP18-100 Generator Maintenance Repair; CJ Sales and

RFP-18-100, Generator Maintenance and repair Services

CONTACT PERSON: Gordon Dawson
TELEPHONE: (813) 861 - 3205
FAX: (813) 879 - 2905
E-MAIL: dawson@hillsboroughcounty.org
DESCRIPTION OF WORK PERFORMED:
Generator maintenance and repairs

DATE RANGE: 2015-Present
CONTRACT AMOUNT: 700K

4. COMPANY NAME: City of Winter Park
ADDRESS: 401 Park Ave S Winter Park, FL 32789
CONTACT PERSON: Lon Katschor
TELEPHONE: (407) 599 - 3315
FAX: (407) 691 - 6752
E-MAIL: lkatschor@cityofwinterpark.org
DESCRIPTION OF WORK PERFORMED:
Generator maintenance and repairs

DATE RANGE: 2000-2017
CONTRACT AMOUNT: 40K

5. COMPANY NAME: City of Melbourne
ADDRESS: 900 E Strawbridge Ave, Melbourne FL 32901
CONTACT PERSON: Darrell Manchester
TELEPHONE: (321) 608 - 5191
FAX: (321) 608 - 5195
E-MAIL: darrell.manchester@mlbfl.org
DESCRIPTION OF WORK PERFORMED:
Generator maintenance and repair services

DATE RANGE: March 2017 to present
CONTRACT AMOUNT: $25K

Attachment: PB 21-060 AGENDA 5-11-21 (12785 : PB 21-060 TWA Water Authority RFP18-100 Generator Maintenance Repair; CJ Sales and

RFP-18-100, Generator Maintenance and repair Services

ATTACHMENT D
SOLICITATION RESPONSE IDENTIFICATION LABEL

NOTICE TO ALL RESPONDENTS: For your convenience, the label below has been provided to properly identify your solicitation submittal. Place your submittal in a sealed envelope or package, type or print the company name and address in the area provided below, and affix the label on the outer surface of the envelope or package.

If you are hand-delivering a solicitation, a time/date stamp is available in the Procurement Services Office at the Warehouse. The solicitation submittal envelope or package and label will be date stamped by Procurement staff. A record of all deliveries and delivery times will be documented such record will be retained in the Procurement Services Office. Office hours are 7:30 am to 4:00 p.m.

PLEASE FILL OUT THE LABEL BELOW AND ATTACH IT TO YOUR SOLICITATION REPLY ENVELOPE OR PACKAGE.

Cut out the label and tape it to the outer sealed solicitation envelope or package.

✂----------

DO NOT OPEN - SEALED SOLICITATION

Solicitation No: RFP-18-100
Title: GENERATOR MAINTENANCE AND REPAIRS

Attention: Procurement Services

Due Date: Thursday, August 30, 2018 at 2:00 P.M.
From:
CJ's Sales and Service of Ocala, Inc.
132 NE 17th Place
Ocala, FL 34470

Deliver To: Toho Water Authority
Procurement Services (Warehouse)
1628 S. John Young Parkway
Kissimmee, Florida 34741

Directions: From 192, take John Young Parkway south; turn right onto Mohawk Lane just south of RaceTrac; continue straight onto Toho Water Authority's property to stop sign, then follow signs to Warehouse Building.

Attachment: PB 21-060 AGENDA 5-11-21 (12785 : PB 21-060 TWA Water Authority RFP18-100 Generator Maintenance Repair; CJ Sales and

ADDENDUM
#1

PROCUREMENT SERVICES
1628 S. John Young Parkway
Kissimmee, Florida 34741

To: All Proposers
From: Ramandeep Nijjer, Procurement Coordinator
Subject: RFP-18-100, Generator Maintenance and Repair
Date: August 3, 2018

This addendum is issued to provide additional information, clarification, corrections, additions, deletions and/or to answer questions concerning the above referenced solicitation. All information provided in this addendum is incorporated into the solicitation document as if set forth therein. All other parts of the IFB have been maintained as originally distributed. This addendum supersedes any verbal or other instructions given to any bidder qualified to respond pursuant to the requirements set forth in this Invitation for Bid document.

I. ATTACHMENTS

Proposal fee form has been revised. A new generator has been added to the list.
Attachment A- Revised Proposal fee Form

II. DUE DATE:

The due date has changed. Tohopekaliga Water Authority (TWA) will receive sealed Bids from Prospective Bidders until ***2:00 PM*** on ***Thursday, August 30, 2018.***

Acknowledgment is hereby made of Addendum #1.

Signature of Proposer 8/29/18 **Date**

cc: File

Attachment: PB 21-060 AGENDA 5-11-21 (12785 : PB 21-060 TWA Water Authority RFP18-100 Generator Maintenance Repair; CJ Sales and

ADDENDUM #2

PROCUREMENT SERVICES
1628 S. John Young Parkway
Kissimmee, Florida 34741

To: All Proposers
From: Ramandeep Nijjer, Procurement Coordinator
Subject: RFP-18-100, Generator Maintenance, and Repair
Date: August 21, 2018

This addendum is issued to provide additional information, clarification, corrections, additions, deletions and to answer questions concerning the above-referenced solicitation. All information provided in this addendum is incorporated into the solicitation document as if set forth therein. All other parts of the IFB have been maintained as originally distributed. This addendum supersedes any verbal or other instructions given to any bidder qualified to respond pursuant to the requirements set forth in this Invitation for Bid document.

I. QUESTIONS

1) Question: Can I get a copy of your last contract with pricing?
Answer: See Attachment 1.

2) Question: I am writing to see if you have an estimate or budget for the RFP?
Answer: The estimated budget for the RFP is $358,000.

3) Question: Would we be able to see the previous contract award and breakdown of pricing?
Answer: See response to Question 1.

4) Question: May I have a copy of the last awarded contract and 4 sample invoices?
Answer: See response to Question 1 and Attachment 2. Please note that the next awarded contractor will have fully itemized invoice. Labor and parts will have to be itemized on the invoice.

II. ATTACHMENTS:

Attachment 1. Current contract for generator maintenance and repair
Attachment 2. Four sample invoices

Attachment: PB 21-060 AGENDA 5-11-21 (12785 : PB 21-060 TWA Water Authority RFP18-100 Generator Maintenance Repair; CJ Sales and

ADDENDUM
#2

PROCUREMENT SERVICES
1628 S. John Young Parkway
Kissimmee, Florida 34741

III. DUE DATE:

The due date has changed. Tohopekaliga Water Authority (TWA) will receive sealed Bids from Prospective Bidders until ***2:00 PM*** on ***Thursday, August 30, 2018.***

Acknowledgment is hereby made of Addendum #2.

Signature of Proposer 8/29/18 **Date**

cc: File

Attachment: PB 21-060 AGENDA 5-11-21 (12785 : PB 21-060 TWA Water Authority RFP18-100 Generator Maintenance Repair; CJ Sales and

AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	PB 21-059 Gainesville Regional Utilities No. 2020-036 Horizontal Directional Drilling; D&D, Inc.
AGENDA DATE:	**May 11, 2021**

BRIEF OVERVIEW:

On March 6, 2020, City of Gainesville dba Gainesville Regional Utilities approved an Agreement with D & D, Inc. to provide horizontal directional drilling for a period set to expire on March 31, 2023 with an option to renew for one additional two-year period.

Staff would like to piggyback the City of Gainesville dba Gainesville Regional Utilities (GRU) Contract No. 2020-036 with D & D, Inc. to provide Horizontal Directional Drilling on an as needed basis at the same cost as GRU.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance*
9000-56306	Line Ext	$100,000	$16,520	$8,166	$75,314

Citrus Co Utilities-Line Extension
*available balance prior to award

RECOMMENDED ACTION:

Approve and Authorize the Chairman to execute the Agreement between Citrus County, Florida and D & D, Inc. to provide Horizontal Directional Drilling on an as needed basis.

BOARD OF COUNTY COMMISSIONERS
DEPARTMENT OF WATER RESOURCES
DIVISION OF UTILITIES
3600 W. Sovereign Path, Suite 292
Lecanto, Florida 34461-7788

Telephone: (352) 527-7650 Fax: (352) 527-7644
Citrus Springs/Dunnellon/Inglis/Yankeetown area - Toll Free (352) 489-2120
TTY Telephone: (352) 527-5312
www.bocc.citrus.fl.us

MEMORANDUM

TO: Linda Morse, Purchasing Contracts Manager, Management and Budget

FROM: Gary Loggins, Director, Utilities Division, Department of Water Resources

DATE: January 15th, 2021

RE: **Request to Piggyback 2020-036 City of Gainesville Directional Drilling**

Citrus County Utilities Division (CCUD) is requesting to piggyback the Contract Agreement between D & D, Inc. and the City of Gainesville for Horizontal Directional Drilling for proposed projects and emergency situations. Contract 2020-036 is valid until March 31, 2023 and has a 1(one) two year mutual agreement renewal option. If given approval this contract will allow CCUD to coordinate project work as well as emergency situations in a timely manner. This contract will assure emergency repairs can be performed by a qualified contractor in a timely matter to ensure public safety and restore services to our customers in a timely manner. The contract pricing by D & D, Inc. is very competitively priced and we feel the contractor will serve Citrus County Utilities Division and our customers very well.

Thank you in advanced for your assistants and consideration of this request.

Attachment: PB 21-059 AGENDA 5-11-21 (12775 : PB 21-059 Gainesville Regional Utilities No. 2020-036 Horizontal Directional Drilling; D&D,

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (M
3/30/2021

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
Acentria Insurance - Inverness
117 N Seminole Ave
Inverness FL 34450

License#: L100460

CONTACT NAME: Pam Clader
PHONE (A/C, No, Ext): 352-637-5191 **FAX (A/C, No):** 352-637-2396
E-MAIL ADDRESS: pam.clader@acentria.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Southern-Owners Insurance Company	10190
INSURER B : Owners Insurance Company	32700
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
D & D Inc
1681 E Evelyn Street
Hernando FL 34442

D&DINC0-01

COVERAGES **CERTIFICATE NUMBER:** 607096664 **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 PRO-JECT LOC OTHER:	Y	Y	78907311	6/22/2020	6/22/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 3,000,000 $ 3,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	4990731100	6/22/2020	6/22/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			4990731101	6/22/2020	6/22/2021	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

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

CERTIFICATE HOLDER

Citrus County, Florida
3600 W Sovereign Path
Lecanto FL 34461
USA

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Attachment: PB 21-059 AGENDA 5-11-21 (12775 : PB 21-059 Gainesville Regional Utilities No. 2020-036 Horizontal Directional Drilling; D&D,

CERTIFICATE OF LIABILITY INSURANCE

DATE (M 04/07/2021

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	CONTACT NAME:	
FrankCrum Insurance Agency, Inc. 100 South Missouri Avenue Clearwater, FL 33756	PHONE (A/C, No, Ext): (800) 277-1620 X 4800	FAX (A/C, No): (727) 797-0704
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC#
	INSURER A: Frank Winston Crum Insurance Company	11600
INSURED	INSURER B:	
	INSURER C:	
FrankCrum L/C/F D & D, INC. 100 South Missouri Avenue Clearwater, FL 33756	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 763074 REVISION NUMBER: 2

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 INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PROJECT ☐ LOC						PRODUCTS-COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO							
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per person)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	WC202100000	01/01/2021	01/01/2022	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$1,000,
							E.L. DISEASE-EA EMPLOYEE	$1,000,
							E.L. DISEASE-POLICY LIMIT	$1,000,

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

Effective 07/10/2019, coverage is for 100% of the employees of FrankCrum leased to D & D, INC. (Client) for whom the client is reporting hours to FrankCrun Coverage is not extended to statutory employees.

CERTIFICATE HOLDER

Citrus County, Florida.
3600 W Sovereign Path
Lecanto, FL 34461

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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Attachment: PB 21-059 AGENDA 5-11-21 (12775 : PB 21-059 Gainesville Regional Utilities No. 2020-036 Horizontal Directional Drilling; D&D,

Southern-Owners Insurance Company

AMB #: 011676 **NAIC #: 10190** **FEIN #: 593265407**

Mailing Address
P.O. Box 30660
Lansing, Michigan 48909-8160United States
Web: www.auto-owners.com
Phone: 517-323-1200
Fax: 517-391-1901
AM Best Rating Unit: AMB #: 004354 - Auto-Owners Insurance Group
Based on AM Best's analysis, 000188 - Auto-Owners Insurance Company is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A++ (Superior)
Affiliation Code:	g (Group)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	December 10, 2020
Initial Rating Date:	July 31, 1995

Long-Term Issuer Credit View Definition

Rating (Rating Category):	aa+ (Superior)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	December 10, 2020
Initial Rating Date:	May 30, 2007

Owners Insurance Company

AMB #: 003628 **NAIC #: 32700** **FEIN #: 341172650**

Mailing Address
P.O. Box 30660
Lansing, Michigan 48909-8160United States
Web: www.auto-owners.com
Phone: 517-323-1200
Fax: 517-391-1901
AM Best Rating Unit: AMB #: 004354 - Auto-Owners Insurance Group
Based on AM Best's analysis, 000188 - Auto-Owners Insurance Company is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A++ (Superior)
Affiliation Code:	g (Group)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	December 10, 2020
Initial Rating Date:	June 30, 1976

Long-Term Issuer Credit View Definition

Rating (Rating Category):	aa+ (Superior)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	December 10, 2020
Initial Rating Date:	May 30, 2007

Attachment: PB 21-059 AGENDA 5-11-21 (12775 : PB 21-059 Gainesville Regional Utilities No. 2020-036 Horizontal Directional Drilling; D&D,

FrankWinstonCrum INSURANCE

January 7, 2021

To Whom It May Concern:

Frank Winston Crum Insurance Company (the "Company") is a Florida domiciled property and casualty insurance carrier that started its insurance operations in April, 2003. The Company currently has a rating from A.M. Best of B++ (Good)*. This reflects an upgrade that was effective July 24, 2019.

The following reinsurers are listed as the Subscribing Reinsurers on the contracts in effect beginning January 1, 2021 with Frank Winston Crum Insurance Company:

Reinsurer	A.M. Best Rating (as of 01/07/2021)*
General Reinsurance Corporation	A++
Safety National Casualty Corporation	A++
Renaissance Re US	A+
Church Mutual Insurance Company	A
Employers Mutual Casualty Company	A
Underwriting Members of Lloyd's – Various Syndicates	A

*A.M. Best Financial Strength Ratings should be verified on Best's website: www.ambest.com

Respectfully submitted,

James M. Carr
Chief Financial Officer, VP & Treasurer

Attachment: PB 21-059 AGENDA 5-11-21 (12775 : PB 21-059 Gainesville Regional Utilities No. 2020-036 Horizontal Directional Drilling; D&D,

SERVICES AGREEMENT

This Services Agreement is entered into by the parties this _____ day of _____, 2021.

1.0 Parties:

Citrus County, Florida, a political subdivision of the State of Florida, (County).

and

D & D, Inc., (Contractor).

2.0 Designated Contact Person as to County:	**3.0 Designated Contact Person as to Contractor**:
Gary Loggins, Director Utility Operations & Maintenance Division 3600 W. Sovereign Path Lecanto, Florida 34461 Phone: 352-527-7653 Fax: 352-527-7644 Email: gary.loggins@citrusbocc.com	David Dollar, President D&D, Inc. 1681 E. Evelyn Street Hernando, Florida 34442 Phone: 352-267-6425 Fax: None Email: ddincdavid@gmail.com

4.0 Notices: All notices between County and Contractor, as required under the Agreement, shall be by telephone, facsimile, e-mail, mail, or by personal delivery to the respective designated contact person identified above. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

5.0 Entire Agreement: This Agreement, and its associated Documents referenced herein, together with any executed Addenda, shall constitute the entire Agreement between Contractor and County (hereinafter referred to as the "Agreement").

6.0 Agreement Documents:
Exhibit A - City of Gainesville dba Gainesville Regional Utilities Contract 2020-036 for Horizontal Directional Drilling.

7.0 Terms of Agreement and Commencement of Services: This Agreement shall begin on the date signed by the last party and shall be effective through March 31, 2023, This agreement may be renewed for one two-year period. If City of Gainesville dba Gainesville Regional Utilities renews its Agreement with Contractor then this Agreement shall automatically renew for the additional time period. If the Agreement between Contractor and City of Gainesville dba Gainesville Regional Utilities is terminated earlier than the expiration of the renewed Agreement, then this Agreement shall automatically terminate on such date of termination. This Agreement between County and Contractor shall expire on the date that Contractor's agreement with City of Gainesville dba Gainesville Regional Utilities expires, if not terminated earlier.

Attachment: PB 21-059 AGENDA 5-11-21 (12775 : PB 21-059 Gainesville Regional Utilities No. 2020-036 Horizontal Directional Drilling; D&D,

8.0 Services Provided by Contractor: The Services to be provided by Contractor that were summarized in – City of Gainesville dba Gainesville Regional Utilities Contract 2020-036 for Horizontal Directional Drilling, which are incorporated herein. If County identifies any additional Services to be provided by Contractor that are not covered under this Agreement, such additional services shall be made a part of this Agreement by a written Addendum.

9.0 Governing Law and Venue: The Agreement shall be governed in accordance with the laws of the State of Florida. In the event of litigation with respect to the obligation of the parties to the Agreement, the jurisdiction and venue of such action shall be an appropriate State Court in Citrus County, Florida.

10.0 Public Records: Contractor will keep and maintain public records required by the County to perform the service. Upon request from the County's custodian of public records, Contractor will provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statues, or as otherwise provided by law. Contractor will ensure that the 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 term of the Agreement and following completion of the Agreement if Contractor does not transfer the records to the County. Upon completion of the Agreement, Contractor will transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by County to perform the service. If Contractor transfers all public records to County upon completion of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology system of the County. If Contractor does not comply with the County's request for public records, the County shall enforce the provisions of the Agreement in accordance with the terms of the Agreement and may cancel the Agreement.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT NANCY COLOGNA, CUSTODIAN OF PUBLIC RECORDS, AT 3600 W. SOVEREIGN PATH, LECANTO, FL 34461; EMAIL: NANCY.COLOGNA@CITRUSBOCC.COM; PHONE: (352) 527- 5235.

11.0 Insurance: During the term of the Agreement, Contractor, at its sole expense, shall provide insurance of such a type and with such terms and limits as noted in the governing – City of Gainesville dba Gainesville Regional Utilities Contract 2020-036 for Horizontal Directional Drilling. Providing and maintaining adequate insurance coverage is a material obligation of Contractor. Contractor shall provide County a certificate(s) of insurance, evidencing such coverage.

Other Insurance Provisions:

11.01 Contractor shall provide a Certificate of Insurance to County with a thirty (30) day notice of cancellation, ten (10) day notice if cancellation is for nonpayment of premium. The certificate shall indicate if coverage is provided under a "claims-made" or "occurrence" form. If any coverage is provided under a claims-made form, the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

11.02 The project's proposal number should be noted on the certificate.

11.03 Contractor has sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. For

Attachment: PB 21-059 AGENDA 5-11-21 (12775 : PB 21-059 Gainesville Regional Utilities No. 2020-036 Horizontal Directional Drilling; D&D,

deductible or self-insured amounts that exceed $10,000, Contractor shall maintain a Commercial Surety Bond or Letter of Credit in an amount equal to said deductible or self-insured retention.

11.04 All required insurance policies must be maintained until the contract work has been accepted by County. In addition, a minimum 30-day notification clause is required if any changes in policy language occur, or in the event the policy is canceled.

11.05 Citrus County, Florida, a political subdivision of the State of Florida, its officials, employees and volunteers are to be covered as an Additional Insured on all policies except Workers Compensation. The coverage shall contain no special limitation on the scope of protection afforded to County, its officials, employees or volunteers.

11.06 Contractor's insurance coverage shall be primary insurance as respects County, its officials, employees and volunteers. Any insurance or self-insurance maintained by County, its officials, employees or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

11.07 For all policies of insurance: Contractor, and its insurance carrier, waive all subrogation rights against County for all losses or damages that occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not. County requires General Liability policies to be endorsed with CG 24 04 Waiver of Transfer of Rights of Recovery Against Others to Us or similar endorsement, and a WC 00 0313 Waiver of our Right to Recover from Others for Workers Compensation coverage.

11.08 The Certificate Holder should read as follows: Citrus County, Florida, a political subdivision of the State of Florida, 3600 W. Sovereign Path, Lecanto, FL 34461.

11.09 It is Contractor's responsibility to insure that all subcontractors comply with these insurance requirements. Contractors shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

11.10 With the exception of workers compensation policies, all required insurance policies must be written by a carrier having a minimum rating of A- by A.M. Best or similar rating company. All workers compensation policies must be written by carriers admitted in the State of Florida, and who participate in the Florida Insurance Guarantee Fund.

11.11 All Certificates must show that Contractor's policies have been endorsed per the requirements.

11.12 Once ALL paperwork is completed and received by County, an email will be sent to Contractor requesting online registration with myCOI. It is critical that County is provided with an accurate email address. The cost to register is $19.95 per year and a credit/debit card will be needed. Part of the registration process includes providing contact information for Contractor's insurance agent(s), which will be needed at the time of registration. Once registered, an email will be sent to the insurance agent(s) requesting them to upload a current Certificate of Insurance (COI) directly into the myCOI website. Certificates of Insurance cannot be mailed, emailed or faxed to County. Contractor will not be allowed to begin work and no payments will be made until registration is completed and a compliant Certificate of Insurance is received from Contractor's agent(s). This is a yearly requirement for the duration of the Agreement.

12.0 Authority: Each person signing the Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

Attachment: PB 21-059 AGENDA 5-11-21 (12775 : PB 21-059 Gainesville Regional Utilities No. 2020-036 Horizontal Directional Drilling; D&D,

IN WITNESS WHEREOF, this Agreement is accepted by the parties as of the date noted below.

Julia Allan-Mata
Signature of Witness (1)

Julia Allan-Matos
Printed Name of Witness (1)

Dawn West
Signature of Witness (2)

Dawn West
Printed Name of Witness (2)

D & D, INC.

BY: President
DAVID DOLLAR, PRESIDENT

STATE OF Florida
COUNTY OF Citrus

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 27th day of April, 2021, by David Dollar as President who is ☐ personally known to me or ☑ who produced FL DL as identification.

Witness my hand and official seal this 27th day of April, 2021.

Official use only

Chloe Ouellette
NOTARY PUBLIC Signature
Printed Name: Chloe Ouellette
Commission No.: HH 007996
Expiration Date: 6/8/2024

CHLOE OUELLETTE
Notary Public - State of Florida
Commission # HH 007996
My Comm. Expires Jun 8, 2024
Bonded through National Notary Assn.

SEAL

CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ATTEST:

ANGELA VICK, CLERK

BY: _____
SCOTT CARNAHAN, CHAIRMAN

DATE: _____

Attachment: PB 21-059 AGENDA 5-11-21 (12775 : PB 21-059 Gainesville Regional Utilities No. 2020-036 Horizontal Directional Drilling; D&D,

EXHIBIT "A"

CC Date: 2/20/2020
City of Gainesville, Florida
Gainesville Regional Utilities
Contract 2020-036

CONTRACT BETWEEN THE CITY OF GAINESVILLE, d/b/a GAINESVILLE REGIONAL UTILITIES, AND D & D, INC. FOR HORIZONTAL DIRECTIONAL DRILLING

THIS CONTRACT is made and entered into this 6th day of March, 2020, by and between the CITY OF GAINESVILLE, a Florida municipal corporation d/b/a GAINESVILLE REGIONAL UTILITIES ("GRU"), with offices located at 301 S.E. 4th Avenue, Gainesville, Florida 32601 and **D & D, INC.** ("CONTRACTOR"), a Florida corporation, with its principal place of business at 1681 East Evelyn Street, Hernando, FL 34442, individually referred to as "Party" or collectively as "Parties", respectively.

WHEREAS, GRU requires horizontal directional drilling; and

WHEREAS, GRU issued a Solicitation on December 20, 2019 for horizontal directional drilling; and

WHEREAS, D & D, INC. submitted a Response dated January 15, 2020, to provide horizontal directional drilling; and

WHEREAS, the City Commission approved GRU entering into a contract with D & D, INC. on February 20, 2020, for horizontal directional drilling; and

WHEREAS, GRU desires to enter into a Contract for the services described herein.

NOW, THEREFORE, in consideration of the covenants contained herein, the Parties agree to the following:

1. D & D, INC. shall provide horizontal directional drilling as detailed in the Technical Specifications **(Attachment 3)** in accordance with the General Terms and Conditions **(Attachment 1)** and Supplemental Conditions **(Attachment 2)**.

2. GRU shall pay to D & D, INC. for the faithful performance of this Contract according to the pricing schedule attached hereto **(Attachment 4)**. Adjustments to price may be requested by D & D, INC. at least sixty (60) calendar days prior to the anniversary date of this Contract each year. Any negotiated price changes shall become effective on the anniversary date of that contract year. D & D, INC. shall provide documentation for any such price increase and the price increase shall not exceed the Producer's Price Index (PPI) for the product during the previous twelve calendar months as published by the U.S. Department of Labor, Bureau of Labor Statistics.

TERM OF AGREEMENT.

1. The term of this Contract shall commence on execution and terminate on March 31, 2023.

2. This Contract may be extended for one (1) two-year period, upon mutual agreement of the Parties.

3. Beyond the extensions described above. This Contract may be extended for an additional six (6) months to allow for completion of a new solicitation.

Attachment: PB 21-059 AGENDA 5-11-21 (12775 : PB 21-059 Gainesville Regional Utilities No. 2020-036 Horizontal Directional Drilling; D&D,

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date first above written.

D & D, INC.

BY: David Dollar
David Dollar (Mar 11, 2020)

David Dollar
President

CITY OF GAINESVILLE d/b/a
GAINESVILLE REGIONAL UTILITIES

BY: Anthony L. Cunningham
Anthony L. Cunningham (Mar 10, 2020)

Anthony Cunningham, P.E.
Water/Wastewater Supply Officer

Approved as to form and legality:
Katherine L. Mockler
Katherine L. Mockler (Mar 6, 2020)

Katherine L. Mockler
Assistant City Attorney I

Procurement Representative:
Elizabeth Mattke

Elizabeth L. Mattke, C.P.M., CPPO
Procurement Specialist III

Attachment "1" – General Conditions
Attachment "2" – Supplemental Conditions
Attachment "3" – Technical Specifications
Attachment "4" – Pricing Response Form

Attachment: PB 21-059 AGENDA 5-11-21 (12775 : PB 21-059 Gainesville Regional Utilities No. 2020-036 Horizontal Directional Drilling; D&D,

CC Date: 2/20/2020
City of Gainesville, Florida
Gainesville Regional Utilities
Contract 2020-036

ATTACHMENT 1
GENERAL TERMS AND CONDITIONS

1.0 DEFINITIONS.

- Agreement: A written Contract between two or more Parties. "Contract" and "Agreement" are synonymous.
- Deliverable: The completion of a milestone or the accomplishment of a task associated with the Work.
- Free on Board (FOB) Destination: The CONTRACTOR is responsible for delivery of materials to a specified delivery point. The risks of loss are borne by the seller or consignee. Title passes when delivery is received by the buyer at destination. Seller has total responsibility until shipment is delivered.
- Specification: A description of the physical or functional characteristics of goods or services as defined in the Solicitation.
- Work: Activity involving effort done in order to achieve a purpose or result requested in the scope.

2.0 COMPLIANCE WITH REFERENCED SPECIFICATIONS.

All Work, materials, systems, or operations specified by reference to standard trade or manufacturer's published specifications shall comply with the requirements, except as modified by this Contract. The specifications used must be the latest published edition that is in effect on the effective date of this Contract unless a particular edition is specified. In the event of a conflict, the specifications that contain the more stringent requirements will govern.

3.0 CHANGE ORDERS.

GRU shall pay CONTRACTOR for the Work at the price[s] stated in this Contract. No additional payment will be made to CONTRACTOR except for additional Work or materials stated on a valid change order, and issued by GRU prior to the performance of the added Work or delivery of additional materials. A change order may be issued without invalidating the Contract, if (1) made in writing, (2) signed by the authorized representative(s), and (3) accepted by CONTRACTOR. Such change shall include the following: change orders that constitute changes (1) the general scope of Work, (2) the schedule, (3) administrative procedures not affecting the conditions of the Contract, or (4) the Contract price.

4.0 NOTICES.

Notices to CONTRACTOR shall be deemed to have been properly sent when electronically or physically delivered to CONTRACTOR. Notices to GRU are deemed to have been properly sent when delivered to Utilities Purchasing, 301 SE 4th Avenue, Gainesville, Florida 32601 or e-mailed to purchasing@gru.com and GRU acknowledges receipt of the email.

5.0 PAYMENT.

5.1 Invoicing.
CONTRACTOR is responsible for invoicing GRU for Work performed pursuant to this Contract. Itemized invoices shall include the following information (if applicable): Contract number, Purchase Order number, item number, job number, description of supplies or services, quantities, unit prices, Work location, GRU Project Representative, job start date, job completion date or other pertinent information. Itemized invoice(s) must be mailed to Gainesville Regional Utilities, Accounts Payable, P.O. Box 147118, Station A-27, Gainesville, FL 32164-7118 or faxed to 352-334-2964 or e-mailed to accountspayable@gru.com.

5.2 Receipting Report for Services.
An itemized receipting report for services must be provided to the GRU Project Representative prior to invoicing which includes the number of hours and labor rates by job title, overhead, authorized per diem or travel expenses, and other charges. Receipting reports shall be used by the Project Representative to verify the services rendered.

Attachment: PB 21-059 AGENDA 5-11-21 (12775 : PB 21-059 Gainesville Regional Utilities No. 2020-036 Horizontal Directional Drilling; D&D,

5.3 Payment Terms.
Unless otherwise agreed upon in writing, GRU's payment terms are net thirty (30) days from receipt of correct invoice. CONTRACTOR shall not submit more than one invoice per thirty-day period. Any delay in receiving invoices, or error and omissions, will be considered just cause for delaying or withholding payment. Invoices for partially completed Work may be allowed with GRU's prior approval. All partial invoices must be clearly identified as such on the invoice. Any charges or fees will be governed by current Florida Statutes.

5.4 Lien Release.
Before the final acceptance of the Work and payment by GRU, CONTRACTOR shall furnish to GRU an affidavit and final waiver that all claims for labor and materials employed or used in the construction of said Work have been settled and no legal claim can be filed against GRU for such labor and materials. If such evidence is not furnished to GRU, such amounts as may be necessary to meet the unsatisfied claims may be retained from monies due to CONTRACTOR under this Contract until the liability has been discharged.

5.5 Final Payment/Acceptance.
The acceptance by CONTRACTOR of final payment due on termination of the Contract shall constitute a full and complete release of GRU from any and all claims, demands and causes of action whatsoever which CONTRACTOR, its successors or assigns have or may have against GRU under the provisions of this Contract.

6.0 COMPLIANCE WITH LAWS AND REGULATIONS.

All City, County, State and Federal laws, regulations and/or ordinances shall be strictly observed. CONTRACTOR is responsible for taking all precautions necessary to protect life and property.

7.0 GOVERNING LAW, VENUE, ATTORNEY'S FEES, AND WAIVER OF RIGHT TO JURY TRIAL.

This Contract shall be construed pursuant to the laws of Florida and may not be construed more strictly against one party than against the other. In the event of any legal proceedings arising from or related to this Contract: (1) venue for any state or federal legal proceedings shall be in Alachua County Florida; (2) each Party shall bear its own attorneys' fees except to the extent that CONTRACTOR agrees to indemnify GRU as described below in Section 4.0 Supplemental Conditions, including any appeals; and (3) for civil proceedings, the Parties hereby waive the right to jury trial.

8.0 SOVEREIGN IMMUNITY.

Nothing in this Contract shall be interpreted as a waiver of GRU's sovereign immunity as granted pursuant to *Section 768.28 Florida Statutes.*

9.0 SEVERABILITY.

If any provision of this Contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the Parties shall be construed and enforced as if this Contract did not contain the particular provision held to be invalid.

10.0 ASSIGNMENT.

GRU or CONTRACTOR shall not assign, in whole or in part, any right or obligation pursuant to this Contract, without the prior written consent of the other Party.

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11.0 AUDIT OF RECORDS.

CONTRACTOR shall maintain records sufficient to document completion of the scope of services pursuant to this contract. At all reasonable times, these records shall be made available to review, inspect, copy and audit by persons duly authorized by GRU. These records shall be kept for a minimum of five (5) years after termination of this Contract. Records that relate to any litigation, appeals or settlement of claim arising pursuant to the performance of this Contract shall be made available until a final disposition has been made of such litigation, appeal, or claim.

12.0 NONEXCLUSIVE REMEDIES.

Except as expressly set forth in this Contract, the exercise by either Party of any of its remedies under this Contract shall be without prejudice to its other remedies under this Contract or otherwise.

13.0 ADVERTISING.

CONTRACTOR shall not publicly disseminate any information concerning the Contract without prior written approval from GRU, including but not limited to, mentioning the Contract in a press release or other promotional material, identifying GRU or the City as a reference, or otherwise linking CONTRACTOR's name and either a description of the Contract or the name of the City or GRU in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

14.0 MODIFICATION OF TERMS.

This Contract constitutes the entire agreement between the Parties. No oral agreements or representations shall be valid or binding upon GRU or CONTRACTOR. No alteration or modification of this Contract, including substitution of product, shall be valid or binding unless authorized by GRU. CONTRACTOR may not unilaterally modify the terms of this Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto CONTRACTOR's order or fiscal forms or any other documents forwarded by CONTRACTOR for payment. An acceptance of product or processing of documentation on forms furnished by CONTRACTOR for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

15.0 WAIVER.

Any delay or failure by GRU to exercise or enforce any of its rights pursuant to this Contract shall not constitute or be deemed a waiver of GRU's right thereafter to enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

16.0 DISCLOSURE AND CONFIDENTIALITY.

Florida's Public Records Law, Chapter 119, Florida Statutes, includes numerous exemptions to the general requirement to disclose information to the public in response to a public record's request. Exemptions are found in various provisions of the Florida Statutes, including but not limited to Section 119.071, Florida Statutes (General exemptions from inspection or copying of public records), and Section 119.0713, Florida Statutes (Local government agency exemptions from inspection or copying of public records). Section 815.045, Florida Statutes (Trade secret information), provides that trade secret information as defined in Section 812.081, Florida Statutes (Trade secrets; theft, embezzlement; unlawful copying; definitions; penalty) is confidential and exempt from disclosure because it is a felony to disclose such records. The Parties understand and agree that Florida's Public Records Law is very broad and that documents claimed by a Party to be confidential and exempt from public disclosure pursuant to the Public Records Law may in fact not be deemed such by a court of law. Accordingly, the following provisions shall apply:

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16.1 Identifying Trade Secret or Otherwise Confidential and Exempt Information.
For any records or portions thereof that Contractor claims to be Trade Secret or otherwise confidential and exempt from public disclosure under the Public Records Law, Contractor shall:

a. Specifically identify the records or specific portions thereof that are confidential and exempt and reference the particular Florida Statute that grants such status. Provide one redacted copy of the record and one copy of the record with the confidential and exempt information highlighted. Contractor shall take care to redact only the confidential and exempt information within a record.
b. Provide an affidavit or similar type of evidence that describes and supports the basis for Contractor's claim that the Information is confidential and exempt from public disclosure.

16.2 Request for Trade Secret or Otherwise Confidential and Exempt Information.

a. In the event GRU receives a public records request for a record with information labeled by Contractor as Trade Secret or otherwise as confidential and exempt, GRU will provide the public record requester with the redacted copy of the record and will notify Contractor of the public records request.
b. However and notwithstanding the above, in the event that GRU in its sole discretion finds no basis for Contractor's claim that certain information is Trade Secret or otherwise confidential and exempt under Florida's Public Records Law, then GRU shall notify Contractor in writing of such conclusion and provide Contractor a reasonable amount of time to file for declaratory action requesting a court of law to deem the requested information as Trade Secret or otherwise as confidential and exempt under Florida's Public Records Law. If Contractor fails to file for declaratory action within the reasonable amount of time provided, then GRU will disclose the information requested.
c. If a public records lawsuit is filed against GRU requesting public disclosure of the information labeled by Contractor as Trade Secret or otherwise as confidential and exempt, GRU shall notify Contractor and Contractor shall intervene in the lawsuit to defend the nondisclosure of such information under Florida's Public Records Law.
d. Contractor hereby indemnifies and holds GRU, its officers and employees harmless from any and all liabilities, damages, losses, and costs of any kind and nature, including but not limited to attorney's fees, that arise from or are in any way connected with Contractor's claim that any information it provided to GRU is Trade Secret or otherwise confidential and exempt from public disclosure under Florida's Public Records Law.

16.3 "Work Product" may include creative work which may lead to programs, intellectual properties, computer software, computer programs, codes, text, hypertext, designs, and/or any other work products associated with or arising directly out of the performance of the Work.

17.0 PUBLIC RECORDS.

If Contractor is either a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, Contractor shall:

17.1 Keep and maintain public records, as defined in Section 119.011(12) of the Florida Statutes, required by GRU to perform the service.

17.2 Upon request from GRU's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

17.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to GRU.

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17.4 Upon completion of the contract, transfer, at no cost, to GRU all public records in possession of the contractor or keep and maintain public records required by GRU to perform the service. If the contractor transfers all public records to GRU upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to GRU, upon request from GRU's custodian of public records, in a format that is compatible with the information technology systems of GRU.

17.5 IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE GRU CUSTODIAN OF PUBLIC RECORDS AT (352) 393-1240, PURCHASING@GRU.COM, OR 301 SE 4TH AVENUE, GAINESVILLE FL 32601.

18.0 SALES TAX.

Respondent's pricing shall include applicable taxes on items purchased or manufactured by Respondent for the project. GRU is exempt from Florida sales taxes for certain purchases. A "Consumer's Certificate of Exemption" is available at www.gru.com .

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ATTACHMENT 2
SUPPLEMENTAL CONDITIONS

These Supplemental Conditions amend or supplement the Contract as indicated below. All provisions which are not so amended or supplemented remain in full force and effect, except that the Technical Specifications, if any, shall govern if any conflict arises between such sections and these Special Conditions.

1.0 CONDUCT OF THE WORK.

1.1 CONTRACTOR shall be considered an independent CONTRACTOR and as such shall not be entitled to any right or benefit to which GRU employees are or may be entitled to by reason of employment. Except as specifically noted in this Contract, CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by CONTRACTOR in the performance of this Contract. CONTRACTOR will assign only competent and skilled workers to perform the Work. All of CONTRACTOR's personnel or subcontractors engaged in any of the Work performed pursuant to this Contract are under CONTRACTOR's sole direction, supervision and control at all times and in all places. CONTRACTOR's employees must be as clean and in good appearance as the job conditions permit, conducting themselves in an industrious and professional manner. CONTRACTOR and its employees cannot represent, act, or be deemed to be an agent or employee of GRU.

1.2 Items Not Covered By Specifications.
When GRU requires underground utility work of which horizontal directional drilling is a component, and such work is not covered by the specifications herein, the GRU Project Representative may request a quote for the items. The quote will then be reviewed by the GRU Project Representative for compliance with specifications and ability to meet budget constraints, and the GRU Procurement Specialist for compliance with GRU's Procurement Policy. Following this review GRU may, at its sole discretion, elect to procure those services from the CONTRACTOR in accordance with this Contract, or may elect to procure them elsewhere. If the GRU elects to procure the item(s) from the CONTRACTOR, a separate purchase order (or change order to existing purchase order) will be issued.

1.3 Avaliability of the CONTRACTOR.
Should the CONTRACTOR not have sufficient resources to meet the required time constraints of a particular project, GRU may elect to procure the services elsewhere for that project. This will not impact the CONTRACTOR's performance rating unless they are repeatedly unable to perform the anticipated volume of the contract.

2.0 CONTRACTOR RESPONSIBILITIES.

2.1 Performance.
CONTRACTOR shall perform all Work promptly and diligently in a good, proper and workmanlike manner in accordance with the Specifications. In performing the Work, CONTRACTOR has the freedom to perform Work in the manner which is most beneficial to the project provided that it is within the limits of these Specifications.

2.2 Project Related Requirements.
CONTRACTOR is responsible for providing and paying expenses for all labor, tools, equipment, and materials. All project related requirements must be of high quality, in good working condition, and conducive for the particular task. Adequate first aid supplies must be provided by CONTRACTOR and accessible to employees. These may include, but are not limited to, sanitation facilities, potable water, and office trailers.

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3.0 COOPERATION/ COORDINATION.

3.1 Access to Work Site.
GRU and its authorized representatives are permitted free access to the work site, and reasonable opportunity for the inspection of all Work and materials.

3.2 Work by GRU.
GRU reserves the right to perform activities in the area where the Work is being performed by CONTRACTOR.

3.3 Work by Other Contractors.
GRU reserves the right to permit other Contractors to perform work within the same work area. CONTRACTOR shall not damage, endanger, compromise or destroy any part of the site, including by way of example and not limitation, work being performed by others on the site.

3.4 Coordination.
CONTRACTOR shall, in the course of providing the Work, cooperate and communicate with GRU and all other persons or entities as required for satisfactory completion. CONTRACTOR will afford GRU and other Contractors' reasonable opportunity for the introduction and storage of their equipment and materials and the execution of their Work concurrently and coordinating its Work in the best interest of GRU.

4.0 INDEMNIFICATION.

4.1 CONTRACTOR agrees to indemnify and hold harmless GRU, The City of Gainesville, its elected officials, its officers, and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by CONTRACTOR's negligence, recklessness, or intentional wrongful conduct of the design professional and other persons employed or utilized by the CONTRACTOR in the performance of this Contract.

4.2 CONTRACTOR represents and warrants that CONTRACTOR will not infringe a trademark, copyright, patent, trade secret or any such intellectual property right in the performance of this Contract. In the event of an infringement suit related to or resulting from this Contract, CONTRACTOR represents and warrants that GRU will not be liable for any damages or royalties if applicable.

4.3 CONTRACTOR's obligations under the preceding two paragraphs with respect to any legal action are contingent upon GRU giving CONTRACTOR (1) written notice of any action or threatened action, (2) defending the action at CONTRACTOR's sole expense. CONTRACTOR shall not be liable for any costs or expenses incurred or made by GRU in any legal action without Contractor's prior written consent, which will not be unreasonably withheld.

4.4 The provisions of this section shall survive the termination or expiration of this Contract.

5.0 DAMAGE TO WORK.

Until final acceptance of the Work by GRU, Work will be under the charge and care of CONTRACTOR who must take every necessary precaution against damage to the Work by the elements or from any other cause whatsoever. CONTRACTOR will rebuild, repair, restore, or make good at their expense, damages to any portion of the Work before its completion and acceptance. Failure to do so will be at CONTRACTOR's own risk. CONTRACTOR is not relieved of a requirement of the specifications on the plea of error.

6.0 DISPUTES.

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If a dispute arises out of or relates to this Agreement, or the breach thereof, and if the dispute cannot be settled through negotiation, either party may, by giving written notice, refer the dispute to a meeting of appropriate higher management, to be held within 20 business days after giving of notice. If the dispute is not resolved within 30 business days after giving notice, or such later date as may be mutually agreed, the Parties will submit the dispute to a mediator. The Parties shall mutually agree to the mediator and the costs of the mediator will be born equally by both parties. The venue for mediation and any subsequent litigation shall be in Alachua County, Florida.

7.0 DELAY.

Notwithstanding the completion schedule, GRU has the right to delay performance for up to three (3) consecutive months as necessary or desirable and such delay will not be deemed a breach of Contract, but the performance schedule will be extended for a period equivalent to the time lost by reason of GRU's delay. Such extension of time will be CONTRACTOR's sole and exclusive remedy for such delay.

If the project is stopped or delayed for more than three (3) consecutive months and GRU or CONTRACTOR elects to terminate the Contract because of such delay, or if such stoppage or delay is due to actions taken by GRU within its control, then CONTRACTOR's sole and exclusive remedy under the Contract will be reimbursement for costs reasonably expended in preparation for or in performance of the Contract. None of the aforementioned costs will be interpreted to include home office overhead expenses or other expenses not directly attributable to performance of the Contact. CONTRACTOR is not entitled to make any other claim, whether in breach of Contract or in tort for damages resulting in such delay.

8.0 DEFAULT.

If CONTRACTOR should be adjudged as bankrupt, or make a general assignment for the benefit of its creditor(s), or if a receiver should be appointed for CONTRACTOR, or if there is persistent or repeated refusal or failure to supply sufficient properly skilled workforce or proper materials, or if CONTRACTOR should refuse or fail to make payment to persons supplying labor or materials for the Work pursuant to this Contract, or persistently disregards instructions of GRU, or fails to observe or perform or is guilty of a substantial violation of any provision of the Contract documents, then GRU, after serving at least ten (10) calendar days prior written notice to CONTRACTOR of its intent to terminate and such default should continue un-remedied for a period of ten (10) calendar days, may terminate the Contract without prejudice to any other rights or remedies and take possession of the Work; and GRU may take possession of and utilize in completing the Work such materials, appliances, equipment as may be on the site of the Work and necessary therefore. CONTRACTOR will be liable to GRU for any damages resulting from such default.

9.0 TERMINATION.

9.1 Termination for Convenience.
GRU may, by providing thirty 30 calendar days written notice to CONTRACTOR, terminate this Contract, or any part thereof, for any or no reason, for GRU's convenience and without cause. After the termination date, CONTRACTOR shall stop all Work and cause its suppliers and/or subcontractors to stop all Work in connection with this Contract. If GRU terminates for convenience, GRU shall pay CONTRACTOR for goods and services accepted as of the date of termination, and for CONTRACTOR's actual and reasonable, out of pocket costs incurred directly as a result of such termination. GRU is not responsible for Work performed after the effective termination date of this contract.

9.2 Termination for Cause (Cancellation).
GRU may terminate this Contract for cause if CONTRACTOR materially breaches this Contract by:
(a) refusing, failing or being unable to properly manage or perform;

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(b) refusing, failing or being unable to perform the Work pursuant to this Contract with sufficient numbers of workers, properly skilled workers, proper materials to maintain applicable schedules;
(c) refusing, failing or being unable to make prompt payment to subcontractors or suppliers;
(d) disregarding laws, ordinances, rules, regulations or orders of any public authority or quasi-public authority having jurisdiction over the Project;
(e) refusing, failing or being unable to substantially perform pursuant to the terms of this Contract as determined by GRU, or as otherwise defined elsewhere herein; and/or
(f) refusing, failing or being unable to substantially perform in accordance with the terms of any other agreement between GRU and CONTRACTOR.

9.3 Funding out Clause.
If funds for this Contract are no longer available, GRU reserves the right to terminate this Contract without cause by providing CONTRACTOR with thirty (30) calendar day's written notice to CONTRACTOR.

10.0 FORCE MAJEURE.

No Party to this Contract shall be liable for any default or delay in the performance of its obligations under this Contract due to an act of God or other event to the extent that: (a) the non-performing Party is without fault in causing such default or delay; and (b) such default or delay could not have been prevented by reasonable precautions. Such causes include, but are not limited to: acts of civil or military authority (including but not limited to courts of administrative agencies); acts of God; war; terrorist attacks; riot; insurrection; inability of GRU to secure approval; validation or sale of bonds; inability of GRU or Supplier to obtain any required permits, licenses or zoning; blockades; embargoes; sabotage; epidemics; fires; hurricanes, tornados, floods; or strikes.

In the event of any delay resulting from such causes, the time for performance of each of the Parties hereunder (including the payment of invoices if such event actually prevents payment) shall be extended for a period of time reasonably necessary to overcome the effect of such delay. Any negotiated delivery dates established during or after a Force Majeure event will always be discussed and negotiated if additional delays are expected.

In the event of any delay or nonperformance resulting from such cause, the Party affected will promptly notify the other Party in writing of the nature, cause, date of commencement, and the anticipated impact of such delay or nonperformance. Such written notice, including change orders, will indicate the extent, if any, to which is anticipated that any delivery or completion date will be affected.

11.0 LIMITATION OF GRU'S LIABILITY.

Contractor may recover only general or direct damages in any enforcement of a breach of this Contract, which are defined as those damages that: 1) can be expected by the Parties to naturally and necessarily result from a breach of this Contract; and 2) are presumed to have been foreseen or contemplated by the Parties as consequences of a breach of this Contract. Contractor may not recover and GRU will not be liable to Contractor for any: 1) consequential or special damages, punitive or exemplary damages, speculative damages, or remote damages, as those types of damages are defined and understood under Florida law; or 2) lost profits or revenue or other business interruption damages, including the loss of use of any equipment or facility.

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12.0 CONTRACTOR REQUIREMENTS.

12.1 CONTRACTOR must be registered to do business in the State of Florida (verification via www.sunbiz.org)

12.2 CONTRACTOR shall be licensed in the State of Florirda as an Underground Utility and Excavation Contractor or licensed in the State of Florida as a General Contractor.

12.3 5 years current (since 2015) experience in underground utility work, including 2 years within the state of Florida.

13.0 PERMITS.

GRU will be responsile for obtaining and the cost associated with all required permits for each project.

14.0 AUTHORIZED REPRESENTATIVES.

14.1 The Purchasing Representative for this Contract is Elizabeth Mattke, C.P.M., CPPO. Questions regarding the administration of this Contract shall be directed to Elizabeth at (352) 393-1251 or via facsimile at (352) 334-2989 ore via email to mattkeel@gru.com.

14.2 The GRU Project Representatives are as follows:

GRU Water/Wastewater Systems:	Emory Prevatt	352-393-1648	prevattem@gru.com
GRU Gas Transmission/Distribution:	Wesley Lester	352-334-6022	lesterwr@gru.com
GRUCom (communication conduits):	Garrett McKenzie	352-393-1064	mckenziegh@gru.com
GRU Electric Transmission/Distribution:	Pam Dalziel	352-393-1572	dalzielp1@gru.com

14.3 The CONTRACTOR's Representative is: David Dollar 352-267-6425 ddincdavid@gmail.com

15.0 WORK HOURS.

GRU normal business hours are Monday through Friday 8:00-AM to 5:00 PM. CONTRACTOR may perform the Work outside business hours only with prior approval from the Authorized Representative or designee.

16.0 PERFORMANCE TIME.

CONTRACTOR shall complete "regular" Work within 30 days and "emergency" Work no later than the date set by the GRU Project Representative. CONTRACTOR further understands and agrees that time is of the essence. Each projects will have its own timeline, and any deviation must be approved in advance by the GRU Project Representative, or their designee, in writing.

17.0 LIQUIDATED DAMAGES.

Liquidated damages shall not be assessed.

18.0 COMPLETION OF WORK.

18.1 Substantial Completion: The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

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18.2 Final Completion: The date that the Owner receives and agrees with written notice from the Contractor stating that the Work has been completed and is ready for final payment.

18.3 Pay for Performance: GRU shall pay only for work successfully performed. If a project proves impossible to complete through no fault of CONTRACTOR, GRU may evaluate and determine appropriate payment to CONTRACTOR for their efforts on that particular project.

19.0 DELIVERY.

All materials and equipment shall be delivered F.O.B. Destination, freight included.

20.0 JOB SITE.

The Work shall be performed within GRU's service territory as specified on the Purchase Order or provided by the GRU Project Representative. CONTRACTOR is responsible for establishing a marshalling and staging area for their equipment and personnel. GRU/City facilities may not be used.

21.0 BONDS.

A Performance Bond and Payment Bond are required. CONTRACTOR shall provide such bonds, using the forms attached, for 100% of the estimated annual value of the awarded contract ($1,000,000) as security for the full and complete performance of the Contract and for the payment of all persons performing labor, furnishing materials or furnishing equipment in connection with the Contract.

The surety or sureties shall be a company or companies satisfactory to GRU. In accordance with the Florida Statutes, a person entering into a contract with GRU for the construction of a public building or repairs to a public building or a public work is required, prior to commencing work, to execute and record in the public records of Alachua County, a payment and performance bond with a surety insurer authorized to do business in the state as surety.

22.0 INSURANCE.

CONTRACTOR shall meet the minimum insurance requirements at all times as required by law and GRU. CONTRACTOR shall notify GRU of any changes in coverage within seven (7) business days of knowledge of such change taking effect. Failure to maintain minimum coverage may result in breach of Contract. CONTRACTOR shall procure and maintain insurance with coverage amounts as required. CONTRACTOR must furnish GRU a certificate of insurance in a form acceptable to GRU for the insurance required with endorsement naming GRU as additional insured.

23.0 MINIMUM INSURANCE AMOUNTS REQUIRED.

Insurance is required in the amounts set forth below:

Commercial General Liability	$2,000,000 combined single limit for bodily injury and property damage
Products and Completed Operations	$2,000,000 aggregate for 2 years after final payment
Property Damage Liability	shall provide explosion, collapse, and underground (X, C, and U) coverage.
Broad Form Property Damage	shall include Completed Operations

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Automobile Liability (including owned, non-owned and hired)	$1,000,000 combined single limit for bodily injury and property damage
Worker's Compensation:	
(a) State	Statutory
(b) Applicable Federal	Statutory
(c) Employer's Liability	$500,000 per Accident $500,000 Disease, Policy Limit $500,000 Disease, Each Employee
Excess Umbrella Liability	$5,000,000 over primary insurance

24.0 WARRANTY/GUARANTEE.

24.1 CONTRACTOR warrants and guarantees to GRU that all materials will be new unless otherwise specified and that all Work will be of a quality free from defects and in accordance with the Specifications. CONTRACTOR agrees to remedy promptly, and without cost to GRU, any defective materials or workmanship which appear within the stated warranty period. No provision contained in the Specifications shall be interpreted to limit CONTRACTOR's liability for defects.

24.2 No provision contained in the Specifications shall be interpreted to limit the terms and conditions of the manufacturer's warranty and CONTRACTOR will secure parts, materials and equipment to be installed with manufacturer's full warranty as to parts and service wherever possible. CONTRACTOR must indicate if any warranty is being provided by either CONTRACTOR or a manufacturer and if any such warranty is being provided, such warranty will be stated. When the manufacturer warrants the equipment or materials being supplied, CONTRACTOR must provide such warranty to GRU or must state as a Clarification and Exception the reason CONTRACTOR is not able to provide such warranty.

24.3 All labor shall be warranted for a minimum of one year. For materials, the Manufacturer's warranty applies.

25.0 SAFETY AND SECURITY.

Each location has unique safety and security procedures and guidelines that must be followed. Acceptance of a project or work assignment in a particular location will be an acceptance of the safety and security requirements for that location. GRU will provide the safety and security requirements along with the scope of work requested.

25.1 Confinement to Work Area/Parking.
CONTRACTOR's employees shall stay in the designated work area to the maximum extent possible and shall not traverse other areas of GRU's site except for travel to and from sanitary facilities or designated parking areas. CONTRACTOR and its employees shall park personal vehicles and equipment in areas designated by GRU.

25.2 Sanitation.
If sanitary facilities are available near the work site, CONTRACTOR may request GRU's permission to use such facilities by its employees, obtaining written permission from GRU prior to the use of such facilities. Unless such permission has been obtained, CONTRACTOR is responsible for the cost, provision and maintenance of sanitary facilities for persons employed by CONTRACTOR. If responsible for providing sanitary facilities, CONTRACTOR is also responsible for all labor and

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supplies necessary to maintain such facilities and must comply with the State Board of Health requirements. Upon completion of the Work, facilities must be removed from the site.

25.3 Safety Standarts Act.
CONTRACTOR shall be in compliance with provisions of Section 103 and Section 107 of Contract Work Hours of Safety Standards Act (40 U.S.C. 327-330) and as supplemented by the Department of Labor Regulations (Part V, 28CFR).

25.4 Compliance with all Safety Regulations.
It shall be CONTRACTOR's sole responsibility to comply with all Local, State, and Federal rules and regulations while performing work for GRU. These regulations include, but are not limited to Confined Space, Lock-out/Tag-out, Hazard Communications, Personal Protective Equipment, Florida Trench Safety Act, Respiratory Protection, and Hot Work Permits.

26.0 LIVING WAGE ORDINANCE.

The Living Wage Ordinance as amended applies to this Solicitation. The ordinance can be found at www.cityofgainesville.org.

The Living Wage ordinance, Ordinance 020663, as amended, as shown on the City of Gainesville's web page, applies to certain contracts for specific "Covered Services," and may include services purchased under this Contract, depending upon the cost/price of the contract awarded. A copy of the ordinance, as amended, will be attached to and made a part of the executed contract. Responders should consider the effect/cost of compliance, if any, with the requirements of the Living Wage Ordinance if the contract amount exceeds the threshold amount, the Respondent meets the definition of Service CONTRACTOR/Subcontractor (and is not otherwise excluded from the application of the ordinance) and the ordinance provisions, which are incorporated herein, apply to any Covered Employees.

If applicable, the adjusted Living Wage for this contract will be **$12.3798** per hour (Living Wage with Health Benefits) or **$13.6298** per hour if Health Benefits are not offered.

If applicable, a successful Service CONTRACTOR/Subcontractor shall be required to execute the certification, attached hereto, prior to GRU executing the Contract. Once executed, such certification will become a part of this Contract; however, failure to sign such certification will prevent execution of the Contract, may result in forfeiture of any applicable solicitation or proposal bond, and could result in other adverse action.

During the performance of this Contract, the CONTRACTOR agrees as follows:

(1) The CONTRACTOR shall comply with the provisions of the City of Gainesville's living wage requirements, as applicable. Failure to do so shall be deemed a breach of contract and shall authorize GRU to withhold payment of funds until the living wage requirements have been met.

(2) The CONTRACTOR will include the provision of (1) above in each subcontract for Covered Services with a Service CONTRACTOR/Subcontractor, as defined herein, so that the provisions of (1) above will be binding upon each such Service CONTRACTOR/Subcontractor. The CONTRACTOR will take such action with respect to any such subcontract as may be directed by the contract administrator as a means of enforcing such provisions; provided, however, GRU shall not be deemed a necessary or indispensable party in any litigation between the CONTRACTOR and a subcontractor concerning compliance with living wage requirements.

Attachment: PB 21-059 AGENDA 5-11-21 (12775 : PB 21-059 Gainesville Regional Utilities No. 2020-036 Horizontal Directional Drilling; D&D,

27.0 WARRANTY OF TITLE.

CONTRACTOR warrants that it holds and shall transfer unencumbered title of the property to GRU and further warrants that it has the right and authority to transfer the title to the property.

28.0 NERC CIP COMPLIANCE REQUIREMENTS.

Pursuant to federally mandated security standards from the North American Electric Reliability Corporation (NERC) regarding Critical Infrastructure Protection (CIP), GRU has implemented specific requirements for any contract employee requiring access to protected systems and facilities. These requirements are outlined in NERC Standard "CIP-004-6 Table R3 – Personnel Risk Assessment Program", and apply to anyone who shall have physical and/or electronic access to these designated locations. Compliance verification for an employee, including annual training as well as a qualified criminal history background screening, will be required prior to granting that employee authorized access to the designated protected systems and/or facilities.

29.0 ORDER OF PRECEDENCE.

In the event that there is any conflict between the terms and conditions, the order of precedence shall be as follows:

a. Any modification to this Contract
b. Contract
c. GRU Technical Specifications
e. GRU Supplemental Conditions
f. GRU General Conditions
g. GRU Instructions
h. CONTRACTOR Response

Attachment: PB 21-059 AGENDA 5-11-21 (12775 : PB 21-059 Gainesville Regional Utilities No. 2020-036 Horizontal Directional Drilling; D&D,

CC Date: 2/20/2020
City of Gainesville, Florida
Gainesville Regional Utilities
Contract 2020-036

ATTACHMENT 3

TECHNICAL SPECIFICATIONS

SECTION 01100 – SUMMARY OF WORK

PART 1 GENERAL

1.01 SCOPE OF WORK

A. The work specified under this contract includes the installation of piping for GRU using the approved construction methods, procedures, and materials for horizontal directional drilling (HDD). The piping installed will be for the following GRU departments:

1. GRU Water/Wastewater Systems
    a. Water Distribution
    b. Wastewater Collection
    c. Reclaimed Water Distribution
2. GRUCom Fiber Optic Communications
3. GRU Gas Transmission & Distribution
4. GRU Electric Transmission & Distribution (on temporary basis in situations where work exceeds capacity of their primary contractor)

B. Under this contract, the Contractor will be required to furnish all labor, equipment, and incidentals required to install the piping by HDD as part of a GRU utility project. The pipe materials may either be furnished by the Contractor, or furnished by GRU, and will be priced accordingly as specified herein.

1.02 GENERAL REQUIREMENTS

A. The Contractor's work shall meet the requirements of this specification, the most current version of GRU's Design and Construction Standards.

1.03 CONTRACTOR'S DUTIES

A. Contractor shall provide all labor, materials, tools, construction equipment, and machinery necessary to perform the Work.

1. Contractor is responsible for contacting Sunshine One (811) and securing locates on all jobs. All utility locates and conflicts must be cleared prior to the Contractors work.
2. Contractor is responsible for ensuring that all State, County, and/or City permits have been secured before initiating work.

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3. Contractor is responsible for recording bore logs of each directional bore and fuse logs for each fused HDPE weld.

4. Contractor is responsible for providing Maintenance of Traffic (MOT) for the work zone.

5. Contractor is responsible for ensuring that all work is performed in accordance with the Specifications.

6. Contractor is responsible for obtaining, transporting, and sorting any fluids, including water, to and from the work site.

1.04 SCHEDULE OF WORK

A. GRU will request the Contractor to perform work on an as needed, when requested basis.

B. For routine work, GRU will submit a work list to the Contractor with the location, size, and type of each HDD pipe installation requested. This list will be submitted to the Contractor on a weekly basis, or more frequently as needed. The Contractor shall refer to Exhibit 1 for an example of typical routine HDD pipe installation workload.

1. The Contractor shall complete all HDD pipe installations on each work list within 10 business days of receiving the list.

2. If the Contractor is unable to complete the work within 10 business days, they shall immediately notify GRU and provide a schedule for completion.

C. For emergency work such as when water service is out or other work so deemed an emergency by GRU, work shall be performed the same day that the Contractor is contacted. For emergency work performed by the Contractor during the hours of 7:30 AM to 5:30 PM on the date of notification, the Contractor shall be entitled to an emergency charge of *$(Pricing Form F3)* per each incident. Emergency work performed outside the hours of 7:30 AM to 5:30 PM on the date of notification, shall be considered premium work hours with a *(Pricing Form F1)* % multiplier added to the unit prices in addition to the emergency charge.

D. For non-routine, non-emergency work, GRU will schedule a site visit with the Contractor and coordinate the size, type, and schedule of the HDD pipe installation on a project specific basis.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 OWNER RESPONSIBILITIES

A. GRU shall be responsible for obtaining and the cost associated with all required permits for each project.

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B. GRU shall be responsible for providing Drawings on each project, or coordinating with the Contract on site and providing clear direction on the HDD installation location, size, length, and depth.

3.02 WORK RESTRICTIONS

A. Contractor assumes full responsibility for protections and safekeeping of products stored on premises. Contactor is also responsible for securing storage locations for Contractor furnished materials. Under no circumstances will any work be done in a State, County, or City rights of way (ROW) without a permit.

B. The Contractors standard allowable work hours are weekdays (Monday through Friday) 7:30am to 5:30pm. The Contractor shall not be allowed to work on GRU projects on any day GRU offices are closed, unless required due to an emergency installation or project specific work requirements.

C. GRU's normal work schedule shall be considered 8am – 5pm, Monday through Friday. Unless approved otherwise by GRU, work items requiring oversight such as, leakage and pressure testing, density testing, and final inspections shall be scheduled during GRU's normal work schedule.

3.03 PROJECT COORDINATION

A. Permits

1. Permits for all work within the FDOT, City of Gainesville, Alachua County, Florida Department of Environmental Protection (FDEP), and Submerged Land of the State of Florida right of way shall be obtained and paid for by GRU. Contractor shall verify the existence of all permits before commencing any work on the project.

B. Notifications and Preconstruction Meetings

1. Prior to starting any construction work, Contractor must obtain a copy of all the Approved ROW Use Permits from GRU Staff. The HDD Contractor must at all times retain a copy of the Approved Permit at the project site.

2. The Contractor shall provide GRU staff a firm start date and time for their work, a minimum of 48-hours in advance of the work so the ROW Use Permit may be activated with the ROW Agency.

3. In addition to notification, the Contractor shall be responsible for scheduling a Pre-Bore meeting with the ROW Agency's inspector listed on the permit. The Pre-Bore meeting shall occur 24-hours (minimum) prior to beginning the HDD work. The meeting should include all applicable ROW Agency representatives.

3.04 RECORD DOCUMENTS TO BE PROVIDED BY CONTRACTOR

A. Bore logs

B. As-built field sketches, if requested

Attachment: PB 21-059 AGENDA 5-11-21 (12775 : PB 21-059 Gainesville Regional Utilities No. 2020-036 Horizontal Directional Drilling; D&D,

C. Details on who to email documents to, etc. Schedule for receiving information.

1. For Water Distribution

   a. Bore Logs: Emory Prevatt (prevattem@gru.com) or designee within 7 calendar days of work completed

   b. Invoices: GRU Accounts Payable (accountspayable@gru.com) and Brittany Oliver (oliverbi@gru.com) within 10 calendar days of work completed

2. For Wastewater Collections

   a. Bore Logs: Dale Connelly (connellydg@gru.com) or designee within 7 calendar days of work completed

   b. Invoices: GRU Accounts Payable (accountspayable@gru.com) and Andrea Waters (watersam@gru.com) within 10 calendar days of work completed

3. For GRUCom: Garrett McKenzie (mckenziegh@gru.com) or designee

4. For GRU Gas T&D: Wesley Lester (lesterwr@gru.com) or designee

5. For GRU Electric T&D (if applicable): Pam Dalziel (dalzielp1@gru.com) or designee

END OF SECTION

Attachment: PB 21-059 AGENDA 5-11-21 (12775 : PB 21-059 Gainesville Regional Utilities No. 2020-036 Horizontal Directional Drilling; D&D,

SECTION 01200 – MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.01 SCOPE OF WORK

A. This section covers methods of measurement and payment for items of work under this Contract.

B. All cost in connection with the proper and successful completion of the work, including furnishing all materials, equipment, and tools and performing all necessary labor and supervision to fully complete the work, is included in the unit price and lump-sum bid prices listed in the Pricing Response Form.

1.02 UNIT PRICE

A. For unit price items, payment shall be made based on the actual number of units input and completed by the Contractor and accepted by the GRU.

B. After the work is completed and before final payment is made, GRU will make final measurements, with all required assistance from the Contractor, to determine the quantities of various items of work accepted as the basis for the final unit price payment.

C. There shall be no charges or fees associated with this work other than the unit prices or lump sum price in Attachment 4.

1.03 UNNECESSARY ITEMS

A. Should GRU find any items contained in the Pricing Response Form (Attachment 4) to be unnecessary for the proper completion of the work contracted, GRU is not obligated to pay for the items. This action shall in no way invalidate the Contract and no financial allowance or compensation, such as compensation for anticipated profit or overhead, will be made for items GRU has found to be unnecessary in making final payment to the Contractor.

1.04 PARTIAL PAYMENTS

A. Partial payments shall be made monthly as the work progresses.

1.05 PAYMENT FOR STORED PIPE DELIVERED TO THE PROJECT

A. If the value of stored pipe exceeds $2,500 for a specific project, the Contractor may request payment be made for all or part of the value of acceptable materials and equipment to be incorporated into Pricing Response Form items, which have not been used, and which have been delivered to the construction site or placed in storage places acceptable to GRU. Acceptance of any such request will be at GRU's sole discretion.

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B. If Contractor and GRU agree, the payment arrangement shall be documented via email and detail all required documentation and timeframes.

1.06 MISCELLANEOUS CONSTRUCTION ITEMS

A. The Contractor shall take all precautions necessary to protect existing utilities, roads, and miscellaneous items from damage during construction.

B. The Contractor shall repair, relocate, or replace existing utilities, roadways, and miscellaneous items to pre-construction conditions unless otherwise noted in the Drawings. (Contractor is only responsible for roadway or sidewalk (asphalt / concrete) repairs related to their work to locate existing utilities. Contractor is not responsible for roadway or sidewalk (asphalt / concrete) related to water or wastewater or reclaim repair.)

C. All repairs, relocations, and replacements necessary are considered incidental to the work and will be at the Contractor's cost, with no cost to GRU.

D. The unit-price bid items for all pipe items shall constitute full compensation for furnishing, laying, jointing, and testing of pipe; dewatering; excavation and backfill; and cleanup.

PART 2 PAY ITEM DESCRIPTIONS

A. The descriptions provided in the following paragraphs were used by the Contractor in preparing the bid. They generally indicate how the work items and their respective costs were separated into the line items listed in the Pricing Response Form. These descriptions are neither fully representative nor all-inclusive of the work required to complete the work in accordance with the Specifications. It was the Contractor's responsibility to include all required costs within the most appropriate line item(s).

WATER DISTRIBUTION AND RECLAIMED WATER, CARRIER PIPES:

Item A.1, Install 2" PE Tubing, DR 9 Water Main Pipe: The Contractor shall furnish all labor, equipment, and services for installation of a 2" PE Tubing water or reclaimed main by HDD in accordance with the Contract Documents, including but not limited to mobilization and demobilization, Sunshine 811 Utility Locates, verifying utility depths and locations, joining of pipe segments by heated butt-fused welds, drilling of pilot hole, back reaming, pipe pull-back installation, providing mud slurry, recycling mud slurry mixtures, disposal of all cuttings and debris, excavation if needed of entry or exit pits, minor dewatering, installation of tracing wire along entire bore-path, providing GRU records including boring logs and as-built sketches, backfilling, and site restoration. The Contractor shall be paid separate unit pricing for either GRU furnished pipe material or Contractor furnished pipe material. The Contractor shall be paid for each linear feet of pipe installed complete.

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Items A.2 to A.6, Install 4"-12" DI Water or Reclaimed Main Pipe: The Contractor shall furnish all labor, equipment, and services for installation of a 4" – 12" Ductile Iron water or reclaimed main by HDD in accordance with the Contract Documents, including but not limited to mobilization and demobilization, Sunshine 811 Utility Locates, verifying utility depths and locations, assembly and joining of pipe segments, providing pipe rollers if needed, providing all equipment as needed by pipe size for pipe assembly, drilling of pilot hole, back reaming, pipe pull-back installation, providing mud slurry, recycling mud slurry mixtures, disposal of all cuttings and debris, excavation if needed of entry or exit pits, minor dewatering, installation of tracing wire along entire bore-path, providing GRU records including boring logs and as-built sketches, backfilling, and site restoration. The Contractor shall be paid separate unit pricing for either GRU furnished pipe material or Contractor furnished pipe material. The Contractor shall be paid for each linear feet of pipe installed complete.

Items A.7 to A.1, Install 4"-12" HDPE, DR 11 Water or Reclaimed Main Pipe: The Contractor shall furnish all labor, equipment, and services for installation of a 4" – 12" HDPE water or reclaimed main by HDD in accordance with the Contract Documents, including but not limited to mobilization and demobilization, Sunshine 811 Utility Locates, verifying utility depths and locations, joining of pipe segments by heated butt-fused welds, providing pipe rollers if needed, providing all equipment as needed by pipe size for pipe assembly, drilling of pilot hole, back reaming, pipe pull-back installation, providing mud slurry, recycling mud slurry mixtures, disposal of all cuttings and debris, excavation if needed of entry or exit pits, minor dewatering, installation of tracing wire along entire bore-path, providing GRU records including boring logs and as-built sketches, backfilling, and site restoration. The Contractor shall be paid separate unit pricing for either GRU furnished pipe material or Contractor furnished pipe material. The Contractor shall be paid for each linear feet of pipe installed complete.

WATER DISTRIBUTION AND RECLAIMED WATER, CASING PIPES:

Items A.12, Install 2" PE Tubing Casing Pipe, DR 11: The Contractor shall furnish all labor, equipment, materials, and services for installation of a 2" PE Tubing Casing for a 1" water or reclaimed service by HDD, in accordance with the Contract Documents, including but not limited to mobilization and demobilization, Sunshine 811 Utility Locates, verifying utility depths and locations, joining of pipe segments by heated butt-fused welds, providing pipe rollers if needed, providing all equipment as needed by pipe size for pipe assembly, drilling of pilot hole, back reaming, pipe pull-back installation, providing mud slurry, recycling mud slurry mixtures, disposal of all cuttings and debris, excavation if needed of entry or exit pits, minor dewatering, providing GRU records including boring logs and as-built sketches, backfilling, and site restoration. The Contractor shall be paid for each linear feet of casing pipe installed complete.

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Items A.13, Install 4" PE Tubing Casing Pipe, DR 11: The Contractor shall furnish all labor, equipment, materials, and services for installation of a 4" PE Tubing Casing for a 2" HDPE water main by HDD, in accordance with the Contract Documents, including but not limited to mobilization and demobilization, Sunshine 811 Utility Locates, verifying utility depths and locations, joining of pipe segments by heated butt-fused welds, providing pipe rollers if needed, providing all equipment as needed by pipe size for pipe assembly, drilling of pilot hole, back reaming, pipe pull-back installation, providing mud slurry, recycling mud slurry mixtures, disposal of all cuttings and debris, excavation if needed of entry or exit pits, excavation and backfill at casing pipe ends, loading of casing with 2" HDPE water main, sealing ends of casing with non-shrink grout, minor dewatering, providing GRU records including boring logs and as-built sketches, backfilling, and site restoration. The Contractor shall be paid for each linear feet of casing pipe installed complete.

WASTEWATER COLLECTION – FORCE MAINS:

Items B.1 to B.5, Install 4"-12" HDPE, DR 11 Force Main Pipe: The Contractor shall furnish all labor, equipment, and services for installation of a 4" – 12" HDPE force main by HDD in accordance with the Contract Documents, including but not limited to mobilization and demobilization, Sunshine 811 Utility Locates, verifying utility depths and locations, joining of pipe segments by heated butt-fused welds, providing pipe rollers if needed, providing all equipment as needed by pipe size for pipe assembly, drilling of pilot hole, back reaming, pipe pull-back installation, providing mud slurry, recycling mud slurry mixtures, disposal of all cuttings and debris, excavation if needed of entry or exit pits, minor dewatering, installation of tracing wire along entire bore-path, providing GRU records including boring logs and as-built sketches, backfilling, and site restoration. The Contractor shall be paid separate unit pricing for either GRU furnished pipe material or Contractor furnished pipe material. The Contractor shall be paid for each linear feet of pipe installed complete.

WASTEWATER COLLECTION – GRAVITY SEWER LATERALS:

Items C.1 to C.2, Install 4"-6" HDPE, DR 11 Gravity Sewer Lateral Pipe: The Contractor shall furnish all labor, equipment, material and services for installation of a 4" – 6" HDPE gravity sewer lateral by HDD in accordance with the Contract Documents, including but not limited to mobilization and demobilization, Sunshine 811 Utility Locates, verifying utility depths and locations, joining of pipe segments by heated butt-fused welds, providing pipe rollers if needed, providing all equipment as needed by pipe size for pipe assembly, drilling of pilot hole, back reaming, pipe pull-back installation, providing mud slurry, recycling mud slurry mixtures, disposal of all cuttings and debris, excavation if needed of entry pits, minor dewatering, installation of tracing wire along entire bore-path, providing GRU records including boring logs and as-built sketches,

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backfilling, and site restoration. The Contractor shall be paid for each linear feet of pipe installed complete. Bid Items C.3 and C.4 apply for termination of sewer laterals into manholes.

Items C.3 to C.4, HDD Lateral Installations into Manholes: This item shall include additional labor, materials, and equipment necessary for the termination of a 4" or 6" HDPE wastewater lateral into or adjacent to a sewer manhole. Items C.1 and C.2 shall include the costs per foot for the HDD of the sewer lateral pipe. The Contractor shall be paid on a per-item basis for each lateral installation installed into a manhole.

GAS MAINS:

Items D.1 to D.6: (no further detail required – if needed at a later date, will be provided with Purchase Order).

GRUCom:

Items E.1 to E.34: (no further detail required – if needed at a later date, will be provided with Purchase Order).

ADDITIONAL PRICING:

Item F.1, Premium Work Hours: This item shall be a multiplier for premium work, defined as work beyond the specified work hours of 7:30 AM to 5:30 PM. This multiplier shall be applied to work outside of these work hours, including but not limited to night-work, weekends, or holidays. This multiplier shall be set at *(Pricing Form F.1)* %, and shall only be paid when work outside of the required hours is requested and approved by GRU.

Item F.2, Minimum Charge: The item shall be applied if an individual HDD installation requested by GRU is less than the minimum charge amount. If an HDD installation is greater in unit price than the minimum charge amount, then this item shall not apply. The minimum charge amount shall be set at $*(Price Form F.2)*

Item F.3, Emergency Charge: This item shall be applied for emergency work performed by the Contractor during the hours of 7:30 AM and 5:30 PM, Monday through Friday, on the date of notification. The Contractor shall be paid an emergency charge of $ *(Price Form F.3)* per incident for that date.

Items F.4 – F.8, HDPE Adapters: The Contractor shall furnish all labor, equipment, and services for the installation of 4"-12" HDPE to MJ adapters to the plain end of an HDPE pipe installed by HDD. The installation shall include all pipe surface preparation and heated butt-fusion of the joint in accordance with the Contract Documents. The Contractor shall be paid on a per-item basis for each HDPE MJ Adapter installed complete.

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Items F.9 – F.11, Hydrostatic and Leakage Testing: The Contractor shall furnish all labor, equipment, and services for the hydrostatic and leakage testing on HDPE or DI pipe joints after installation by HDD, when required by the Contract Documents. The Contractor shall provide all temporary water, equipment, connectors, etc. necessary for successful testing. The Contractor shall be required to obtain a GRU Hydrant Meter for temporary water, as needed. The Contractor will only be paid once successfully passing the hydrostatic and leakage testing, and shall not be paid for any failed testing. All labor, equipment, time, and materials necessary for the Contractor to repair defects found during a failed test shall be provided at no expense to GRU. The Contractor shall be paid for each test successfully passed.

Items F.12 – F.14, Rock Removal: The Contractor furnishing all labor, equipment, and services for the removal of high compressive strength rock from a bore path, or the reinstallation of a bore along a new route in accordance with the requirements in the Contract Documents. The payment for this item shall be on a per-foot basis for all rock encountered and removed along the proposed bore-path.

Items F.15 – F.17, Traffic Control: This item shall include the Contractor furnishing all labor, equipment, and services necessary to providing temporary traffic control around the work zone. The flagman shall be paid per person per hour, and single or multilane closures shall be per setup. All work shall be in accordance with the Contract Documents and applicable FDOT Indexes.

END OF SECTION

Attachment: PB 21-059 AGENDA 5-11-21 (12775 : PB 21-059 Gainesville Regional Utilities No. 2020-036 Horizontal Directional Drilling; D&D,

SECTION 01570 – TEMPORARY TRAFFIC CONTROL

PART 1 GENERAL

1.01 SCOPE OF WORK

A. The work to be performed in this section shall include furnishing all equipment, materials, and labor necessary for the safe movement of vehicular and pedestrian traffic around the work zone.

1.02 TEMPORARY TRAFFIC CONTROL

A. The temporary traffic control (TTC) provided by the Contractor shall be in strict accordance with the latest edition of the Florida Department of Transportation (FDOT) Design Standards, Index Series 600, in addition to all other City or County codes or ordinances.

B. All road closures or detours, or lane closures on major roadways shall be pre-approved through GRU by the governing authority of the right-of-way owner. The Contractor shall coordinate all work on major roadways with GRU a minimum of 48 hours in advance.

C. The Contractor is responsible for providing and setting up all necessary barricades, channelizing devices, cones, signs, flagmen, lights, and other traffic control devices. All TTC devices used by the Contractor shall be on the FDOT Approved Products List (APL).

D. The Contractor shall ensure that each person responsible for setting up the TTC devices for their work zones shall have an active FDOT Advanced MOT or TTC Certification.

1.03 ACCESS

A. Access to commercial property shall not be blocked by the Contractor during the time that a property is open for business, unless it is essential for completing the work and pre-arranged with the property owner by GRU.

B. Access to residential property shall not be blocked unless it is essential to complete the work, and pre-arranged with the property owner by GRU.

END OF SECTION

Attachment: PB 21-059 AGENDA 5-11-21 (12775 : PB 21-059 Gainesville Regional Utilities No. 2020-036 Horizontal Directional Drilling; D&D,

SECTION 02445 – HORIZONTAL DIRECTIONAL DRILLING

PART 1 GENERAL

1.01 SCOPE OF WORK

A. The work specified in this Section consists of installation of underground piping using the horizontal directional drilling (HDD) method of installation, also commonly referred to as directional boring or guided horizontal boring. This work shall include all services, equipment, materials, and labor to complete a proper installation, testing, and restoration as specified herein.

B. This Specification Section 02445, Specification Section 2500, and this Contract shall be applicable for HDD installations involving boring segments less than 600-feet in length, at depths up to 15-feet, and pipes sized 12-inches in diameter and smaller. This generally shall be classified as "Mini-HDD", which involves thrust or pullback capabilities up to 20,000-lbs and torque less than 950-ft-lbs.

C. All HDD pipe installations will be assigned to the Contractor by GRU on an as needed, when required basis.

1.02 RELATED SECTIONS

A. Section 01200, Measurement and Payment

B. Section 01570, Temporary Traffic Control

C. Section 2500, Water, Wastewater, and Reclaimed Water Piping and Fittings

1.03 SUBMITTALS

The following items may be required to be submitted by the Contractor when requested by GRU. If required, the information shall include sufficient detail to show full compliance with this specification:

A. Qualifications: Submit statement of qualifications and records of previous similar jobs.

B. Work Plan: Prior to beginning work, the Contactor shall submit to the GRU a general work plan outlining the procedure and schedule to be used to execute the project. The plan should document the thoughtful planning required to successfully complete the project.

C. Equipment: The Contractor must submit specifications on directional drilling equipment to be used to ensure that the equipment will be adequate to complete the project. This information should include the method of controlling the boring head, head type, pulling force of the equipment, age, reamer types, manufacturer, and drilling rod size and type.

D. Product Pipe: Pipe product submittals shall be covered in Section 2500, but shall be coordinated closely with the HDD installation submittals required in this Section.

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E. Drilling Fluids: Submit a complete list of all drilling fluids, additives, and mixtures to be used along with Material Safety Data Sheets.

F. Contingency Plan: Submit a hydraulic fracture (frac-out) contingency plan.

G. Certificates: Submit statement that Contractor has inspected the drill equipment including the drill rod and determined that they are in satisfactory condition for its intended use.

H. Drilling Logs: Maintain and submit upon completion of work complete drilling logs of guided directional drill operations.

1.04 QUALITY ASSURANCE / WARRANTY

A. The Contractor shall be solely responsible for the successful installation of each product pipe. The Contractor shall analyze each installation and make modifications necessary to successfully install each product pipe.

B. The Contractor shall warranty successful installation and craftsmanship for a period of one (1) year from the date of installation.

1.05 DELIVERY, STORAGE, AND HANDLING

A. Inspect materials delivered to the site for damage. All materials found during inspection or during the progress of work to have cracks, flaws, surface abrasions, or other defects shall be rejected and removed from the job site.

1.06 QUALIFICATIONS

A. All personnel shall be fully trained in their respective duties as part of the directional drilling crew and in safety. (Each person must have been fully trained for over 1,000 hours on all facets of directional drilling, including, but not limited to machine operations, mud mixing, locating, and material fusion.) A responsible representative who is thoroughly familiar with the equipment and type of work to be performed, must be in direct charge and control of the operation at all times. In all cases the supervisor must be continually present at the job site during the actual directional drilling operation. Contractor shall have a sufficient number of competent workers on the job at all times to insure the directional drill is made in a timely and satisfactory manner.

B. The work specified in this Section requires significant previous experience and expertise in similar work to avoid negative impacts to public safety and the environment. Therefore, Contractor performing the work shall be qualified pursuant to GRU's approval to complete the horizontal directional drilling work specified herein. In order to qualify to perform work specified in this Section, Contractor must provide evidence satisfactory to GRU, including the following:

C. Contractor shall have self-performed work comparable in nature to the scope of work required by this project for a minimum of two years.

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D. Contractor shall provide evidence, satisfactory to GRU, of the qualifications of Contractor's personnel qualifications for the following positions:

E. Contractor's project manager, superintendent, drill operator, and guidance system operator assigned to horizontal directional drilling shall be experienced in work of this nature and shall have successfully completed projects in the Gainesville area for a minimum of two years.

PART 2 PRODUCTS

2.01 EQUIPMENT

A. The equipment shall consist of a directional drilling rig of sufficient capacity to perform the bore and pullback the pipe, a drilling fluid mixing, delivery, and recovery system of sufficient capacity to successfully complete the drill, a drilling fluid recycling system to remove solids from the drilling fluid so that the fluid can be re-used, a guidance system to accurately guide boring operations, a vacuum truck of sufficient capacity to handle the drilling fluid volume, trained and competent personnel to operate the system. All equipment shall be in good, and safe, operating condition with sufficient supplies, materials and spare parts on hand to maintain the system in good working order for the duration of the project.

B. The directional drilling machine shall consist of a power system to rotate, push and pull hollow drill pipe into the ground at a variable angle while delivering a pressurized fluid mixture to a guidable drill (bore) head. The power system shall be self-contained with sufficient pressure and volume to power drilling operations. The drilling equipment hydraulic system shall be free of leaks. Rig shall have a system to monitor and record maximum pull-back pressure during pull-back operations. The rig shall be grounded during drilling and pull-back operations. There shall be a system to detect electrical current from the drilling string and an audible alarm which automatically sounds when an electrical current is detected.

C. Drill Head: The drill head shall provide the necessary cutting surfaces and fluid jets.

D. Drill Pipe: Shall be constructed of high quality 4130 seamless tubing, grade D or better.

E. Magnetic Guidance System (MGS) or proven gyroscopic system shall be used to provide a continuous and accurate determination of the location of the drill head during the drilling operation. The guidance shall be capable of tracking at all depths up to eighty feet and in any soil condition, including hard rock. It shall enable the driller to guide the drill head by providing immediate information on the tool face, azimuth (horizontal direction), and inclination (vertical direction). The guidance system shall be accurate to +/-2% of the vertical depth of the borehole at sensing position at depths up to one hundred feet and accurate within 1.5 meters horizontally.

F. The Guidance System shall be of a proven type and shall be operated by personnel trained and experienced with this system. Contractor shall be aware of any magnetic anomalies on the surface of the drill path and shall consider such influences in the

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operation of the guidance system if using a magnetic system. Contractor shall provide and maintain instrumentation necessary to accurately locate the pilot hole (both horizontal and vertical displacements), measure pilot string torsional and axial pressure and measure drilling fluid discharge rate and pressure. GRU Engineering shall have access to instrumentation and readings at all times during operation.

G. Bore Tracking and Monitoring:

1. At all times during the pilot bore, Contractor shall provide and maintain a bore tracking system that is capable of accurately locating the position of the drill head in the x, y, and z axes. Contractor shall record these data at least once per drill pipe length or every twenty-five (25) feet, whichever is more frequent.

H. Downhole and Surface Grid Tracking System:

1. Contractor shall monitor and record x, y, and z, and coordinate relative to an established surface survey bench mark. The data shall be continuously monitored and recorded at least once per drill pipe-length or at twenty-five (25) feet, whichever is more frequent.

I. Drilling Fluid Pressures and Flow Rates:

1. Drilling fluid pressures and flow rates shall be continuously monitored and recorded by Contractor. The pressures shall be monitored at the pump. These measurements shall be made during pilot bore drilling, reaming, and pullback operations.

2.02 DRILLING FLUIDS

A. Disposal of fluids is the responsibility of Contractor. Disposal of fluids shall be done in a manner that is in compliance with all permits and applicable federal, state, or local environmental regulations. The bentonite drilling slurry may be recycled for reuse in the hole opening operation, or shall be hauled by Contractor to an approved location or landfill for proper disposal. Contractor shall thoroughly clean entire area of any fluid residue upon completion of pipe installation, and replace any and all existing landscaping plants and sod damaged, discolored or stained by drilling fluids.

B. Mixing System:

1. A self-contained, closed drilling fluid mixing system shall be of sufficient size to mix and deliver drilling fluid. Mixing system shall continually agitate the drilling fluid during operations.

C. Drilling Fluids:

1. Drilling fluids shall be composed of clean water, appropriate additives and clay. Water shall be from an authorized source with a minimum pH of 6.0. Water of a lower pH or with excessive calcium shall be treated with the appropriate amount of sodium carbonate or equal. The water and additives shall be mixed thoroughly and

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be absent of any clumps or clods. No potentially hazardous material may be used in drilling fluid.

D. Delivery System:

1. The delivery system shall have filters in-line to prevent solids from being pumped into the drill pipe. Connections between the pump and drill pipe shall be relatively leak free (leak rate less than 20 cubic centimeters per minute). Used drilling fluid and drilling fluid spilled during drilling operations shall be contained and conveyed to the drilling fluid recycling system. A berm, minimum of 12" high, shall be maintained around drill rigs, drilling fluid mixing system, entry and exit pits and drilling fluid cycling system to prevent spills into the surrounding environment. Pumps and/or vacuum truck(s) of sufficient size shall be in place to convey excess drilling fluid from containment areas to storage and recycling facilities.

E. Drilling Fluid Recycling System:

1. The drilling fluid recycling system shall separate sand, dirt and other solids from the drilling fluid to render the drilling fluid reusable. Spoils separated from the drilling fluid will be stockpiled for later use or disposal.

F. Control of Drilling Fluids:

1. Contractor shall follow all requirements of the Frac-Out and Surface Spill Contingency Plan as submitted and approved and shall control operational pressures, drilling mud weights, drilling speeds, and any other operational factors required to avoid hydro fracture fluid losses to formations, and control drilling fluid spillage. This includes any spillages or returns at entry and exit locations or at any intermediate point. All inadvertent returns or spills shall be promptly contained and cleaned up. Contractor shall maintain on-site mobile spill removal equipment during all drilling, pre-reaming, reaming and pullback operations and shall be capable of quickly removing spills. Contractor shall immediately notify GRU of any inadvertent returns or spills and immediately contain and clean up the return or spill.

2. The type of proposed drilling fluid with a complete listing of all additives along with Material Safety Data Sheets shall be submitted for approval before work begins.

3. Potable water will be made available to the Contractor. This water will be metered and invoiced to the Contractor at GRU's standard utility rates. The Contractor shall contact GRU New Services at 352-393-1413 to request a temporary hydrant meter.

2.03 OTHER EQUIPMENT

A. Pipe rollers, if utilized, shall be of sufficient size to fully support the weight of the pipe while being hydro-tested and during pull-back operations. A sufficient number of rollers shall be used to prevent excess sagging of pipe.

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B. Hydraulic or pneumatic pipe rammers may only be used if necessary and with the approval of GRU's Authorized Project Representative.

C. Other devices or utility placement systems for providing horizontal thrust other than those defined above in the preceding sections shall not be used unless approved by GRU's Authorized Project Representative prior to commencement of the work. Consideration for approval will be made on an individual basis for each specified location. The proposed device or system will be evaluated prior to approval or rejection on its potential ability to complete the utility placement satisfactorily without undue stoppage and to maintain line and grade within the tolerances prescribed by the particular conditions of the projects.

2.04 PRODUCT PIPE

A. The nominal diameter and material type of each product pipe shall be as shown on the Drawings or as assigned by GRU.

B. The piping and fitting requirements are specified in Section 2500.

PART 3 EXECUTION

3.01 GENERAL

A. No work or drilling shall commence until the Contractor has submitted the required information and received approval from GRU regarding the drill path and related procedures.

B. The Contractor shall utilize the Sunshine 811 utility locate system to locate all utilities, structures, etc. within the construction area before any work begins and before equipment is mobilized. The Contractor shall be solely responsible for damage to utilities and shall repair damaged utilities at no cost to GRU.

C. All utilities along the bore path shall be verified and located by the Contractor before beginning the drilling operation. Verifying the utilities shall generally include, but not be limited to, hand digging, soft digging, vacuum excavation, or other non-destructive means of verifying a utilities depth and location.

D. Before drilling operations begin, all erosion control devices and dewatering shall be in-place and functional, if needed based on site conditions.

E. The boring rig shall be sufficiently and adequately anchored for the task.

F. Directional drilling equipment machine safety requirements shall include common grounding system to prevent electrical shock in the event of underground electrical cable strike. The grounding system shall connect all pieces of interconnecting machinery; the drill, mud mixing system, drill power unit, drill rod trailer, operator's booth, worker grounding mats, and any other interconnected equipment to a common ground. The drill shall be equipped with an "electrical strike" audible and visual warning system that will notify the system operators of an electrical strike.

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G. The Contractor shall be responsible for transporting, containing, and storing any water required for the drilling operations, cleanup, and other needs.

H. All drilling fluid excess shall be contained in entry and/or exit pits and pumped/treated/stored as needed to preclude spills and escape to the surrounding environment. Ensure that entry and exit pits are of sufficient size and volume to contain the expected return of drilling fluids and cuttings.

I. Drilling fluid returns can be collected in the entrance pit, exit pit, or spoils recovery pit. The Contractor shall immediately clean up any drilling fluid spills or overflows from these pits.

J. Disposal of the drilling fluids shall be the responsibility of the Contractor and shall be conducted in compliance with all relative environmental regulations, right-of-way and work space agreements, and permit requirements.

K. The product pipe shall be installed within the limits indicated on the Drawings.

3.02 DRILL SET-UP AND PITS

A. The Contractor may use the set-up areas identified on the Drawings or agreed upon with a GRU Representative. If additional areas are required, the Contractor shall be responsible for coordinating the additional areas at no additional cost to GRU.

B. Drill entrance and exit pits are required. The Contractor shall be responsible for design and construction of the drill entrance and exit pits.

C. The drill entrance and exit pits shall be maintained at minimum size to allow only the minimum amount of drilling fluid storage prior to transfer to mud recycling or processing system or removal from the site.

D. Drilling mud shall not be allowed to flow freely on the site or around the entrance or exit pits. Erosion and sediment control devices shall be set up around each pit. Mud spilled shall be removed as soon as possible and the ground restored to original condition. Pits shall be shored to OSHA standards.

3.03 DRILL ENTRANCE AND EXIT ANGLE

A. The entrance and exit angles shall be such that the elevation profile maintains adequate cover to reduce risk of frac-out and that ground exit occurs as specified herein. Contractor shall be responsible for ensuring that entrance and exit angles ensure pullback forces do not over stress the pipe.

B. In no case shall the entry or exit angles of the installed pipeline be less than 8 degrees from the horizontal and or more than 18 degrees from the horizontal.

3.04 PILOT HOLE

A. A pilot hole shall be drilled for all product pipe installations.

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B. The type and size of the pilot string cutting head and the diameter of the drill rod shall be selected by the Contractor for each specific application.

C. The cutting head shall be assisted by and cooled by drilling fluid of low pressure and volume.

D. The pilot hole shall be drilled along the approved path. Pilot-hole tolerances are as follows:

1. Vertical tolerance: +/- 1-foot from the centerline of the product pipe; cover shall be no less than 3-feet below grade under any conditions.
2. Horizontal tolerance: 3-feet from the centerline of the product pipe.
3. Curve Radius: No curve will be accepted with a radius less than 1.25 times the manufacturer's recommended minimum bending radius for the product pipe being installed by directional drill. NOTE: There are additional stresses imposed on the product pipe due to pulling it around curves versus bending the product pipe in a trench. The minimum bending radius for a product pipe installed by direction drill is greater than the minimum bending radius for the same product pipe installed in a trench.
4. Entry Point Location: The pilot hole entry point shall be established by the Contractor.
5. Exit Point Location: The exit point location shall be established by the Contractor.
6. The installed pipeline cover requirements as shown on the drawings and as specified herein shall not be violated.

E. Deviations between the recorded and design bore path shall be calculated and reported on the daily log. If deviations exceed the specified tolerances from the horizontal and vertical design path, such occurrences shall be reported immediately to GRU. Contractor shall undertake all necessary measures to correct deviations and return to design line and grade.

F. If significant differing soils or strata from those provided in the geotechnical data and reports are encountered during the pilot boring, the Contractor shall be responsible for changing the drill head and slurry and other means as may be appropriate to complete the bore.

G. The Contractor shall adjust the viscosity of the drilling fluid to match the conditions of the project. GRU shall bear no responsibility for loss of drilling fluid or loss of drilling equipment if an obstacle or unknown condition is encountered during the work.

H. GRU shall not be responsible for identifying underground obstacles (such as boulders, tree stumps, loose and unconsolidated soils, hard rock, or utilities) or structures that may be encountered during the work.

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I. If hydraulic fracture occurs, the Contractor shall implement the approved frac-out contingency plan and repair all related damages, cleanup of fluids, and make corrections to preclude future events. Such corrections may include, but not be limited to, re-profiling the bore, changing the viscosity of the drilling fluid, plugging the fracture, or a combination of these. If the borehole is abandoned and an alternate route is chosen, the abandoned borehole shall be filled with excavatable flowable fill.

J. Where construction activities are close to or under water bodies (lakes, creeks, canals, retention basins) or wetlands, special attention shall be given to the proposed profile to ensure that hydraulic fracture does not occur under the water feature. Additionally, silt fences and similar approved erosion control devices shall be used to protect the water body(s) from the construction activities.

3.05 BACK-REAMING

A. Back-reaming shall be required for all product pipe installation 6-inch-diameter and larger.

B. The type of back-reamer to be utilized shall be determined by the type of subsurface soil conditions that are encountered during the pilot hole drilling operation. The back-reamer type shall be selected by the Contractor for each specific application.

C. Back-reaming shall be conducted in single or multiple passes of the borehole and shall enlarge the borehole to at least 1.4 times the outer diameter of the product pipe to be installed. Larger reaming may be required depending on subsurface conditions encountered. The number of back-reaming passes and the borehole size, provided the minimum requirements are met, shall be at the Contractor's discretion.

3.06 PULL BACK

A. Unless approved otherwise by GRU, the entire product pipeline to be installed via directional drill shall be fully assembled prior to commencement of pull back operations and shall be installed in one continuous pull.

B. The product pipeline shall be supported during pullback operations in a manner to enable it to move freely and prevent damage. Properly spaced rollers and at proper heights shall be used to transition the product pipe from the horizontal to oblique positions for insertion into the borehole.

C. The product pipe shall be installed with a continuous tracer wire. See Section 2500 for additional tracing wire requirements.

D. Torsional stresses on the piping shall be minimized by using a swivel to connect the pull section to the reaming assembly.

E. Maximum allowable tensile force imposed on the pull section shall not exceed 80% of the pipe manufacturer's safe pull (or tensile) strength. If the pull section is made up of multiple pipe size or materials, the lowest safe pull strength value shall govern and the maximum allowable tensile force shall not exceed 80% of this value.

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F. External pressure shall be minimized during installation of the pullback section in the reamed hole. Damaged pipe resulting from external pressure shall be replaced at no cost to GRU. Buoyancy modification shall be at the discretion of the Contractor.

G. The Contractor shall take precautions to protect the product pipeline from damage and marring during the installation and pullback operation. Such precautions shall include, but not be limited to, using rollers, pulleys, idlers, and trunnions.

3.07 CASING PIPE INSTALLATION

A. All 2-inch PE carrier pipes underneath roadways are required to be inside a 4-inch PE casing pipe. The Contractor shall be required to install by HDD the 4-inch casing, and then install the 2-inch carrier pipe inside the casing.

B. This work shall include, but not be limited to, excavation on both ends of the casing pipe, guiding and installing the 2-inch PE tubing with tracing wire inside the 4-inch casing, sealing the casing ends with non-shrink mortar, backfilling with suitable fill materials, compaction, and site restoration.

3.08 DOCUMENTATION

A. The Contractor shall maintain drilling logs that accurately provide drill bit location (both horizontally and vertically) at least every 25 feet along the drill path.

B. After the HDD pipe installation is completed, the Contractor shall provide bore log information of the installed pipe. The bore logs, sketches, and other documentation shall be submitted to the applicable department as specified in Section 01100.

3.09 CLEANUP

A. Immediately upon completion of work of this Section, all rubbish and debris shall be removed from the job site. All construction equipment and implements of service shall be removed and the entire area involved shall be left in a neat condition acceptable to the GRU.

B. "Blow holes" or "breakouts" of drilling fluid to the surface shall be cleaned up immediately and the surface area returned to its original condition. All drilling fluids, spoils, and separated materials shall be disposed of in compliance with federal, state, and local environmental regulations.

C. After the product pipe installation is completed, the Contractor shall restore the pits and drill rig anchors and work areas to their pre-construction or better condition. Seeding shall not be allowed in lieu of sod unless granted in writing by the GRU.

3.10 ROCK REMOVAL

A. If high compressive strength rock, such as 'flint rock' or chert, is encountered within the bore-path, and this material impedes the drilling of the pilot hole, back reaming, or pull-back of the pipe then the Contractor shall immediately notify a GRU representative and

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shall suspend all boring activities until the project representative arrives on-site. Relatively low strength limerock, or flowable fill will not qualify as rock removal.

B. Upon agreement with the GRU representative, and/or the ROW Agency Inspector, the Contractor shall either remove the rock by excavation or attempt the pipe installation along a new bore path.

C. Bore paths that are abandoned for pipe sizes 4-inches and greater under roadways, sidewalks, or driveways, shall be filled with excavatable flowable fill.

D. Rock that is removed by excavation shall be disposed of to a suitable location by the Contractor. The Contractor shall be responsible for excavation, disposal of all rock and unsuitable fill material, backfill and compaction with suitable fill to the standards required by the ROW Agency Inspector.

E. The Contractor shall keep detailed and accurate written records of the footage(s) at which any significant high compressive strength rock material is encountered and shall provide these records to GRU's project representative upon request and/or at the completion of Contractor's work.

3.11 SEWER LATERAL INSTALLATION INTO MANHOLE BY DIRECTIONAL BORE

A. All sewer lateral installations by HDD shall be installed at a minimum of 1% slope. The grade shall be verified by the Contractors bore logs, and by GRU's CCTV inspection of the lateral post-installation. The post-installation CCTV inspection by GRU shall not show any sags or depressions in the line greater than 10% of the pipe diameter.

B. Sewer laterals shall be either 4-inch or 6-inch HDPE, as specified in Section 2500. All welded joints shall be deburred on the pipe interior as specified, prior to pipe installation.

C. All lateral installations into a manhole shall be a joint project closely coordinated and executed with GRU Wastewater Collections crews. All manhole confined space entry shall be performed by GRU, not by the Contractor.

D. Lateral Installation Method Type 1:

1. Type 1 installations of laterals consist of a sewer lateral installed by HDD from the ROW line, or roadway edge, and terminated either at the sewer manhole, or inside the manhole.

2. Coring of holes on the manhole walls shall be performed by GRU during the boring process. The depth of the hole shall be coordinated closely with the HDD contractor and GRU during construction.

3. Once the pilot hole is successful drilled into the manhole, the Contractor shall utilize a steel cable, and cable pulling machine inside the manhole to perform the safe pull-back of the pipe into the manhole. The cable pulling machine shall be properly braced inside the manhole to transfer the pulling forces necessary to

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install the pipe. The Contractor shall be solely responsible for providing all suitable equipment necessary, and sizing the equipment to handle the anticipated pulling forces.

4. GRU shall be responsible for sealing the pipe penetration at the manhole wall with non-shrink grout or other approved sealing method.

5. An alternative to a Type 1 installation, is an HDD installation of a lateral from the ROW line, or roadway edge, to the exterior of the manhole. GRU shall be responsible for excavation, dewatering, and manhole coring if this method is selected.

E. Lateral Installation Method Type 2:

1. Type 2 installations of a lateral consist of a sewer lateral installed by HDD entirely across the ROW line, or roadway, and the lateral bore path shall be through a sewer manhole.

2. Coring of holes on the manhole walls shall be performed by GRU during the boring process. The depth of the hole shall be coordinated closely with the HDD contractor and GRU during construction.

3. Once the pull-back of the lateral pipe is completed, GRU will be responsible for cutting and removing the pipe within the manhole walls, and sealing the pipe connections.

END OF SECTION

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SECTION 2500 – WATER, WASTEWATER, AND RECLAIMED WATER PIPING AND FITTINGS

PART 1 GENERAL

1.01 SCOPE OF WORK

The work included under this Section consists of the material and specific product requirements for all water, wastewater, and reclaimed water piping by horizontal directional drill installation method as part of this contract.

1.02 RELATED WORK

A. Section 02445, Horizontal Directional Drilling

1.03 SUBMITTALS

A. Shop Drawings

1. The Contractor shall submit pipe manufacturer's certification of compliance with the applicable sections of this Specification. The pipe product data shall include the dimension ratio or pressure class, minimum allowable bending radius, and the safe pull force for each product pipe being installed by directional drill.
2. For HDPE pipe, the Contractor shall provide documentation on their maximum anticipated pullback forces for verification at the installation will not exceed the pipe manufacturer's maximum tensile strength.
3. Submit tracer wire and connector specification and cut sheets.
4. Fusing Logs for all butt fused joints on HDPE pipe and PE tubing.

1.04 REFERENCE STANDARDS

Reference standards and recommended practices referred to in this Specification Section shall be the latest revision of any such document in effect at the time the contract is executed. The following documents are a part of this Section. Where this Section differs from these documents, the requirements of this Section shall apply.

A. American Society for Testing and Materials (ASTM)

1. ASTM D3350 – Standard Specification for Polyethylene Plastics Pipe and Fittings Materials
2. ASTM F3124 – Standard Practice for Data Recording the Procedure used to Produce Heat Butt Fusion Joints in Plastic Piping Systems or Fittings
3. ASTM F2620 – Standard Practice for Heat Fusion Joining of Polyethylene Pipe and Fittings
4. ASTM D2737 – Standard Specification for Polyethylene (PE) Plastic Tubing

B. American Water Works Association (AWWA)

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1. AWWA C906 – Polyethylene (PE) Pressure Pipe and Fittings, 4-in through 65-in for Waterworks
2. AWWA C150 – Thickness Design of Ductile-Iron Pipe
3. AWWA C151 – Ductile-Iron Pipe, Centrifugally Cast, for Water or Other Liquids
4. AWWA C600 – Installation of Ductile-Iron Water Mains and their Appurtenances

C. Plastic Pipe Institute (PPI)

1. PPI TR-33

D. International Organization for Standardization (ISO)

1. ISO-9001—Quality Systems – Model for Quality Assurance in Production, Installation, and Servicing.

E. NSF International (NSF)

1. NSF 61—Drinking Water System Components – Health Effects.

1.05 GRU FURNISHED MATERIALS

A. GRU may choose to furnish and supply the materials on a project specific basis. All materials, regardless of whether furnished by the Contractor or GRU shall be as specified herein.

B. On projects containing GRU furnished materials, the Contractor shall be responsible for pickup and transport of the materials from GRU's Eastside Operations Center (EOC) located at 4747 North Main Street, Gainesville, FL 32609 to the project site.

C. GRU will furnish the equipment and labor necessary to load the furnished materials onto the Contractor's vehicles, trailers, or equipment used to transport the materials to the project site. All pickups shall be coordinated by the Contractor with GRU no sooner than 48-hours prior to the pickup time.

D. All GRU furnished materials shall be inspected by the Contractor for quality and conformance with the Specifications upon pickup. Any defects or material issues shall be immediately reported to GRU before acceptance of the materials for replacement.

E. Unused GRU furnished material shall be promptly returned to the GRU EOC by the Contractor.

1.06 CONTRACTOR FURNISHED MATERIALS

A. The Contractor shall have the ability to store, furnish, and supply all the specified materials.

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PART 2 PRODUCTS

2.01 PIPE CARRIER AND CASING MATERIALS

A. Water Distribution and Reclaimed Water Distribution Systems

1. Water Mains

a. All 2-inch water and reclaimed mains shall be polyethylene (PE) tubing

b. All mains 4-inches and greater in size may be either Ductile Iron or HDPE. The pipe material for each installation will be assigned by GRU.

2. Water Services

a. The Contractor will only be responsible for installing 2-inch PE tubing casing pipes for water and reclaimed services.

B. Wastewater System

1. Gravity Collection

a. All gravity sewer laterals shall be either 4-inch or 6-inch in size and shall be HDPE.

2. Force Main

a. All force mains 4-inch and greater in size shall be HDPE.

2.02 HIGH-DENSITY POLYETHYLENE (HDPE) PIPE

A. General

1. All HDPE pipe shall be used for installations nominal sizes 4-inches through 12-inches. The pipe shall have the PE 4710 resin, and shall conform to material standard ASTM D3350 with the 445474C Cell Classification. The pipe shall conform to AWWA C906. The polyethylene compound shall be suitably protected against degradation by ultraviolet light by means of carbon black if not less than 2-percent.

2. All HDPE pipe shall have a Ductile Iron Pipe Size (DIPS) outside diameter, and shall be DR 11 (200 psi).

3. All piping used in the water distribution system shall conform to the NSF 61 Standard.

4. Pipe and fittings shall be manufactured by an ISO 9001-certified manufacturer.

5. The pipe manufacturer shall be listed with the Plastic Pipe Institute as meeting the requirements of the resin manufacturer to manufacture pipe from the resin used.

6. The HDPE pipe shall be color coded for the intended service. The coding shall be permanently co-extruded stripes on the pipe outside surface as part of the pipe's manufacturing process. The coding shall be as follows:

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a. Wastewater – Green

b. Water – Blue

c. Reclaim – Purple

7. All HDPE or PE pipes shall be inspected for cuts, scratches, gouges, and other imperfections prior to the HDD pull-back stage and after the pipe has been transported from the assembly location to the HDD site. Any pipes with visual inspections shall be considered unacceptable, and replaced at no expense to GRU. A defect shall be considered an imperfection whose depth is equal to or greater than 10% of the pipe wall thickness.

B. HDPE Pipe Jointing Method

1. Pipe sections may be jointed by heat butt fusion in accordance with the manufacturer's directions, and only for pipe within one SDR ration of each other.

2. The heat butt fusion practice shall meet the requirements of ASTM F2620 and Plastic Pipe Institute (PPI) TR-33, including meeting the required equipment, pipe preparations, fusing and cooling temperatures, pressures, and times.

3. The Contractor shall document and record all heat butt fusions in accordance with ASTM F3124. This data shall be submitted to GRU after completion.

4. All HDPE pipe joined by heat fusion shall be made from the same class and raw material made by the same raw material supplier.

5. For SDR ratios that are two or more apart (i.e. SDR 21 to and SDR 11), the joint shall be made using a restrained joint. Same-diameter piping may be jointed by using HDPE mechanical joint adapters with backup rings and bolted to each other.

6. The Contractor shall notify a GRU representative 48-hours in advance of pipe installation to the inspection of each heat butt-fused joint. Each joint shall be inspected and compared against visual appearance guidelines established in the PPI Polyethylene Piping Systems Field Manual for Municipal Water Applications.

a. Visually, the width of the butt-fusion beads shall be approximately 2-2.5 times the bead height above the pipe

b. The beads shall be rounded and uniformly sized around the pipe circumference. There shall not be a localized bead diameter mismatch greater than 10% of the bead width.

c. The v-groove between the beads should not be deeper than half the bead height above the pipe surface. The v-groove shall not be deeper than the pipe surface.

d. There shall no debris inside the bead or at the joint.

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e. The pipes at the joint shall be properly aligned. Any misalignment of the pipes at the joint is unacceptable.

7. Visually unacceptable joints shall be cut-out and refused using a correct procedure until the GRU representative is satisfied with the joint quality. Any unacceptable joints shall be refused by the Contractor at no expense to GRU.

C. Adaptors

1. The manufacturer of the HDPE pipe shall supply all Ductile Iron (DI) / HDPE mechanical joint adaptors, and all accessories required to connect the plain end HDPE piping to mechanical joint fittings, valves, and appurtenances.

2. The DI/HDPE mechanical joint adapter shall include the following:

a. A molded or fabricated HDPE mechanical joint transition fitting

b. A ductile iron mechanical joint backup drive ring.

c. A stainless steel stiffener molded or fabricated within the MJ end of the HDPE mechanical joint fitting.

d. A mechanical joint gasket

e. Cor-Ten mechanical joint tee-bolts

3. The adapter shall be connected to the HDPE pipe by heat-fused joint on one end, and connected to the ductile iron fitting with a mechanical joint on the other end. The HDPE mechanical joint adapter shall be molded or fabricated by the same manufacturer of the HDPE pipe, and shall be of the same dimension ratio, pressure class, resin type, and cell classification.

2.03 POLYETHYLENE (PE) TUBING

A. PE Tubing Carrier Pipes

1. All PE Tubing shall be for nominal sizes 2-inches and less carrier pipes.

2. The tubing shall be copper tubing size (CTS) and have a dimension ratio (DR) of 9.

3. Tubing used in the water distribution system shall be NSF 14 and NSF 61 approved.

4. The tubing shall be in conformance with AWWA C-901 for Polyethylene Pressure Pipe and Tubing

5. The tubing shall conform to ASTM D2737, and shall have a PE 4710 resin, and be rated for 200-psi. The tubing shall have a cell classification of 445574A for raw material, and 447774E for the final product, in conformance with ASTM D3350. The interior pipe wall of all PE tubing shall be natural "virgin" resin with no color additives, the tubing exterior shall have a solid color coding in accordance with the color requirements listed in Article 2.02.A.6.

Attachment: PB 21-059 AGENDA 5-11-21 (12775 : PB 21-059 Gainesville Regional Utilities No. 2020-036 Horizontal Directional Drilling; D&D,

6. The Contractor shall join plain ends of the PE pipe as needed. The pipe jointing shall be done in accordance the manufacturer's recommendations, ASTM F2620, and Plastic Pipe Institute (PPI) TR-33. See Article 2.02.B for additional requirements.

7. All tubing shall contain a lifetime warranty for material and installation labor, with no Pro-Rata Reduction for replacement labor.

8. All PE tubing shall be EndoPure, as manufactured by Endot Industries, Inc.

B. PE Tubing Casing Pipes

1. General

a. When directed by GRU, the Contractor shall install either a 2-inch or 4-inch nominal sized PE casing pipe. In general, a casing pipe shall be used for water and reclaimed water services, and for 2-inch mains where they cross under roadways, or where directed by GRU or on the Drawings.

b. PE casing pipes shall be iron pipe size (IPS) DR 11 pipe. The tubing shall conform to ASTM D2737, contain a PE4710 resin, and be rated a minimum of 200-psi.

c. The pipe shall be color coded for the intended utility type as listed in Article 2.02.A.6.

d. Contractor shall load 4-inch casings with 2-inch carrier pipe, and tracing wire. The annular space between the casing and carrier pipe at the casing ends shall be sealed with non-shrink grout, or other engineer approved sealing mechanism.

e. The Contractor shall join plain ends of the PE pipe as needed. The pipe jointing shall be done in accordance the manufacturer's recommendations, ASTM F2620, and Plastic Pipe Institute (PPI) TR-33. See Article 2.02.B for additional requirements.

C. Joints for Wastewater Laterals

1. For gravity wastewater lateral applications, all butt-fused welded joints shall be de-burred on the pipe interior for the entire length of installed pipe. This process is required to prevent rags, debris, and other unflushable material from catching on the pipe weld.

2. The interior weld shall be removed smooth using a de-burring tool specifically designed for the pipe size, dimension ration, and pressure class of the pipe.

3. The Contractor shall notify the GRU project representative upon completion of the deburring process for visual inspection and acceptance prior to installation.

Attachment: PB 21-059 AGENDA 5-11-21 (12775 : PB 21-059 Gainesville Regional Utilities No. 2020-036 Horizontal Directional Drilling; D&D,

2.04 POLYVINYL CHLORIDE (PVC) PIPE

A. There shall be no PVC piping installed for the water, wastewater, or reclaimed water system under this contract.

2.05 DUCTILE IRON (DI) PIPE

A. General

1. All ductile iron (DI) pipe installed by HDD shall be between nominal sizes 4-inches through 12-inches.

2. The pipe shall meet the wall thickness requirements of AWWA C150 and C151 for Class 350 pipe and meet the thickness requirements of AWWA C150 and C151. All DI pipe shall have a cement mortar lining.

3. The DI pipe shall have fully restrained joints, suitable for installation by HDD construction method.

4. The pipes shall be a nominal laying length of 20-feet.

5. The pipe shall be Flex-Ring, as manufactured by American Ductile Iron Pipe Company.

B. DI Pipe Assembly Method

1. The Contractor shall field assemble all Flex-Ring joints for the HDD installation.

2. The assembly of each joint shall be in full conformance with the manufacturer's requirements.

3. Due to site specific constraints, the Contractor may choose whether to pre-assemble all pipes in an assembled-line method, or use the cartridge method as depicted in the DIPRA manual on Horizontal Directional Drilling with Ductile Iron Pipe. If the assembled-line method is utilized, the pipe shall be pulled above grade on rollers.

2.06 PIPE ACCESSORIES

A. Tracer Wire

1. The Contractor shall furnish and install a minimum of one continuously connected tracer wire with all HDD installations. The wire shall be installed along the bore path from the entry pit to the exit pit.

2. If the tracer wire is not successfully installed along the entire bore path, the Contractor shall be fully responsible for locating the point of breakage in the wire, installing a suitable wire connector, and installing new tracing wire to the next point of connection. This shall be at no cost to GRU.

Attachment: PB 21-059 AGENDA 5-11-21 (12775 : PB 21-059 Gainesville Regional Utilities No. 2020-036 Horizontal Directional Drilling; D&D,

3. Wire connectors used shall be Tracer-Lock DB Connector as manufactured by Pro-Line Safety Products, or engineer approved equivalent.

4. The tracer wire shall be securely attached to the pulling head, and shall be pulled through the bore path during the pipe pull-back stage.

5. The tracer wire shall be a 10 gauge copper wire, specifically designed for HDD installations, and shall have an insulation coating a minimum of 45-mils thickness. The color of the insulation shall match the color coding marking requirements of the installed utility.

6. The wire shall be Pro-Trace HDD-CCS PE45, as manufactured by Pro-Line Safety Products, or engineer approved equivalent.

PART 3 EXECUTION

3.01 HYDROSTATIC PRESSURE AND LEAKAGE TESTING

A. General

1. The Contractor shall conduct hydrostatic pressure and leakage testing on select piping as specified below. All pipes shall be installed, anchored, and restrained prior to beginning pressure testing.

2. It is the Contractors responsibility to provide all temporary piping needed to provide fluid for the piping that is being tested, providing all fittings, bulkheads, connectors, pumps, equipment, and other appurtenances necessary to complete the pressure and leakage testing.

3. Upon successful completion of the testing, the contractor shall safely depressurize the pipe, remove all testing equipment, and if requested by GRU drain the tested section of pipe.

4. The Contractor shall notify a GRU representative no sooner than 48-hours prior to performing any pressure and leakage testing.

B. Ductile Iron Piping

1. All DI piping installed by HDD shall be pressure tested by the Contractor after installation in accordance with AWWA C600.

2. Testing Procedure:

   a. The Contractor shall fill the pipeline with testing fluid, and provide adequate venting to exhaust all air from the tested section of pipe. All Cement Mortar Lined pipes shall be filled, and allowed to soak for at least 24-hours to absorb water prior to conducting the pressure test.

   b. Once the line is filled, the pipe shall be pressurized to the test pressure, which shall be 1.5 times the system design pressure.

Attachment: PB 21-059 AGENDA 5-11-21 (12775 : PB 21-059 Gainesville Regional Utilities No. 2020-036 Horizontal Directional Drilling; D&D,

c. The pipe shall be held at the test pressure for 2-hours.

d. Anytime the pipe pressure drops 5-psi below the test pressure, the pipe should be returned to the test pressure and the leakage volume shall be recorded. All makeup water shall be carefully measured by a meter, or by pumping water from a vessel with a known volume.

e. The allowable makeup water volume for leakage testing on Ductile Iron pipe shall be determined using the formula below:

$$L = \frac{S * D * P^{1/2}}{133{,}200}$$

Where:

L = Allowable Leakage (gallons)
S = Length of pipe tested (feet)
D = Diameter of pipe (inches)
P = Test Pressure (psi)

f. The Table below may be used as a quick reference table for a Test Pressure of 150-psi:

Nominal Pipe Size (inches)	Allowable Leakage (Gallons per 100-linear feet of Pipe)
4	0.04
6	0.06
8	0.07
10	0.09
12	0.11

C. HDPE and PE Piping

1. All HDPE or PE carrier piping containing heat fused joints shall be tested by the Contractor for pressure and leakage after being installed by HDD.

2. The test section should be should be completely filled with the test liquid,

3. The test procedures shall consist of two steps; the initial expansion and the test phase.

   a. Initial Expansion Phase:

      (1) During the initial expansion phase, the test section is filled with water, taking care to bleed off any trapped air. Venting at high points may be required to purge air pockets while the test

Attachment: PB 21-059 AGENDA 5-11-21 (12775 : PB 21-059 Gainesville Regional Utilities No. 2020-036 Horizontal Directional Drilling; D&D,

section is filling. Venting may be provided by bleed valves or equipment vents.

(2) Once the line is filled, the pipe shall be pressurized to 1.5 times the system design pressure. Make-up water shall be added at hourly intervals as required to maintain the test pressure for 4 hours.

b. Test Phase:

(1) Once the initial expansion phase is completed, the pipe shall immediately be subjected to the test phase.

(2) For the test phase, the test pressure shall be reduced by 10-psi. This will be considered the target test pressure. If the pressure remains steady (within 5% of the target test pressure) for a period of 1 hour, then the pipe has passed the leakage test.

4. If the pressure and leakage test are not completed due to leakage, equipment failure, etc., the test section shall be de-pressurized and appropriate repairs shall be completed on the pipe. The pipe shall remain de-pressurized for a minimum of 8-hours before retesting.

END OF SECTION

Attachment: PB 21-059 AGENDA 5-11-21 (12775 : PB 21-059 Gainesville Regional Utilities No. 2020-036 Horizontal Directional Drilling; D&D,

CC Date: 2/20/2020
City of Gainesville, Florida
Gainesville Regional Utilities
Contract 2020-036

PRICING RESPONSE FORM

Bid Item	Bid Item Description	Unit	Unit Price	
A	**Water Distribution**		GRU Furnish	Contractor Furnish
	Carrier Pipes			
A.1	2" PE Tubing, DR 9	EA	$ 12.40	$ 13.50
A.2	4" DI Pipe	LF	$ 25.00	$ 53.95
A.3	6" DI Pipe	LF	$ 29.90	$ 56.30
A.4	8" DI Pipe	LF	$ 35.30	$ 77.90
A.5	10" DI Pipe	LF	$ 45.30	$ 93.84
A.6	12" DI Pipe	LF	$ 49.85	$ 116.98
A.7	4" HDPE, DR 11	LF	$ 19.95	$ 22.95
A.8	6" HDPE, DR 11	LF	$ 19.95	$ 34.36
A.9	8" HDPE, DR 11	LF	$ 21.50	$ 41.73
A.10	10" HDPE, DR 11	LF	$ 29.80	$ 50.29
A.11	12" HDPE, DR 11	LF	$ 35.90	$ 62.88
	Casing Pipes			
A.12	2" PE Tubing Casing, DR 11	LF	$ 12.40	$ 13.50
A.13	4" PE Tubing Casing, DR 11	LF	$ 18.95	$ 22.95

Attachment: PB 21-059 AGENDA 5-11-21 (12775 : PB 21-059 Gainesville Regional Utilities No. 2020-036 Horizontal Directional Drilling; D&D,

B	**Wastewater Collection - Force Mains**		**GRU Furnish**	**Contractor Furnish**
B.1	4" HDPE, DR 11	LF	$ 19.95	$ 22.95
B.2	6" HDPE, DR 11	LF	$ 19.95	$ 34.36
B.3	8" HDPE, DR 11	LF	$ 25.50	$ 41.73
B.4	10" HDPE, DR 11	LF	$ 29.80	$ 50.29
B.5	12" HDPE, DR 11	LF	$ 35.90	$ 62.88
C	**Wastewater Collection - Gravity Sewer Laterals**		**GRU Furnish**	**Contractor Furnish**
C.1	4" HDPE, DR 17	LF	$ 21.80	$ 23.80
C.2	6" HDPE, DR 17	LF	$ 28.95	$ 35.86
C.3	HDD Lateral Installation into Manhole - Method 1	EA	$ 2,500.00	$ 3,000.00
C.4	HDD Lateral Installation into Manhole - Method 2	EA	$ 2,500.00	$ 2,800.00
D	**Gas Mains**		**GRU Furnish**	
D.1	2" and Smaller HDPE Carrier/Casing	LF	$ 10.00	
D.2	3" HDPE SDR 17 Carrier/Casing	LF	$ 13.70	
D.3	4" HDPE SDR 17 Carrier/Casing	LF	$ 20.95	
D.4	6" HDPE SDR 17 Carrier/Casing	LF	$ 26.90	
D.5	8" HDPE SDR 17 Carrier/Casing	LF	$ 30.60	
D.6	10" HDPE SDR 17 Carrier/Casing	LF	$ 35.90	

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CC Date: 2/20/2020
City of Gainesville, Florida
Gainesville Regional Utilities
Contract 2020-036

E	Communication Conduits		GRU Furnish	Contractor Furnish
E.1	1.5" HDPE Single Conduit	LF	$ 11.87	$ 13.08
E.2	2" HDPE Single Conduit	LF	$ 12.40	$ 13.50
E.3	2.5" HDPE Single Conduit	LF	$ 13.40	$ 14.98
E.4	3" HDPE Single Conduit	LF	$ 15.70	$ 16.00
E.5	4" HDPE Single Conduit	LF	$ 19.95	$ 22.95
E.6	1" PVC Conduit	LF	$ 11.87	$ 13.08
E.7	1.5" PVC Conduit	LF	$ 11.87	$ 13.08
E.8	2" PVC Conduit	LF	$ 12.40	$ 13.50
E.9	2.5" PVC Conduit	LF	$ 13.40	$ 14.95
E.10	3" PVC Conduit	LF	$ 15.70	$ 16.00
E.11	4" PVC Conduit	LF	$ 19.95	$ 22.95
E.12	2" HDPE Parallel Conduits	LF	$ 17.10	$ 22.95
E.13	2.5" HDPE Parallel Conduits	LF	$ 19.80	$ 24.95
E.14	3" HDPE Parallel Conduits	LF	$ 23.55	$ 34.36
E.15	4" HDPE Parallel Conduits	LF	$ 40.68	$ 41.73
	GRUCom Additional Items		**GRU Furnish**	
E.16	Set 2' x 3' pedestal	EA	$ 75.00	
E.17	Set 2' x 3' pedestal in concrete	EA	$ 1,500.00	
E.18	Set underground junction box	EA	$ 350.00	
E.19	Set underground junction box in concrete	EA	$ 2,000.00	
E.20	Set 10" round pedestal	EA	$ 10.00	
E.21	Set 10" round pedestal in concrete	EA	$ 1,500.00	
E.22	Remove 2' x 3' pedestal	EA	$ 75.00	

Attachment: PB 21-059 AGENDA 5-11-21 (12775 : PB 21-059 Gainesville Regional Utilities No. 2020-036 Horizontal Directional Drilling; D&D,

E.23	Remove 2' x 3' pedestal set in concrete	EA	$ 1,500.00	
E.24	Remove underground junction box	EA	$ 350.00	
E.25	Remove underground junction box set in concrete	EA	$ 2,000.00	
E.26	Remove 10" round pedestal	EA	$ 10.00	
E.27	Remove 10" round pedestal set in concrete	EA	$ 1,500.00	
E.28	Change out 2' x 3' pedestal	EA	$ 125.00	
E.29	Change out 2' x 3' pedestal set in concrete	EA	$ 1,500.00	
E.30	Change out underground junction box	EA	$ 450.00	
E.31	Change out underground junction box set in concrete	EA	$ 2,000.00	
E.32	Change out 10" round pedestal	EA	$ 20.00	
E.33	Change out 10" round pedestal set in concrete	EA	$ 1,500.00	
E.34	Install Pull String	EA	$ 0.10	
F	**Additional Pricing**			**Contractor Furnish**
F.1	Premium Work Hours	%		50 %
F.2	Minimum Charge	EA		$ 600.00
F.3	Emergency Charge, per each incident	EA		$ 600.00
	HDPE Adapters			
F.4	4" HDPE MJ Adapter	EA		$ 238.95
F.5	6" HDPE MJ Adapter	EA		$ 291.27
F.6	8" HDPE MJ Adapter	EA		$ 327.82
F.7	10" HDPE MJ Adapter	EA		$ 589.50
F.8	12" HDPE MJ Adapter	EA		$ 722.80

Attachment: PB 21-059 AGENDA 5-11-21 (12775 : PB 21-059 Gainesville Regional Utilities No. 2020-036 Horizontal Directional Drilling; D&D,

	Hydrostatic and Leakage Testing			
F.9	Testing for 2"-4" Pipe	EA		$ 3,900.00
F.10	Testing for 6" - 8" Pipe	EA		$ 4,500.00
F.11	Testing for 10"-12" Pipe	EA		$ 5,500.00
	Rock Removal			
F.12	Rock Removal for 2"-4" Pipe	LF		$ 25.00
F.13	Rock Removal for 6" - 8" Pipe	LF		$ 50.00
F.14	Rock Removal for 10"-12" Pipe	LF		$ 65.00
	Maintenance of Traffic			
F.15	Furnish Flagman	HR		$ 30.00
F.16	Furnish Single Lane Closure per FDOT Index 603	LS		$ 250.00
F.17	Furnish Multilane Closure per FDOT Index 613	LS		$ 400.00
	END OF PRICING RESPONSE FORM			

Attachment: PB 21-059 AGENDA 5-11-21 (12775 : PB 21-059 Gainesville Regional Utilities No. 2020-036 Horizontal Directional Drilling; D&D,

AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	Budget Transfers
AGENDA DATE:	**May 11, 2021**

BRIEF OVERVIEW:

Budget transfers increase the original budget for an expenditure account through a decrease in another expenditure account. These accounts must be within the same fund.

Housing Services (2) - Allocate funds into the proper account to cover line item overages.

Utilities - Allocate funds to cover unanticipated liability claims.

Older American's Act Title III C-1 (2) - Re-allocate funds into the proper account to be in compliance with the State of Florida, Uniform Chart of Accounts.

Health Insurance Trust - Allocate funds for the purchase of flu and shingles vaccines. The clinic has also incurred additional costs related to replacement of medical equipment.

Solid Waste (2) - Allocate funds for site improvements of the active phase III cell and for the purchase and replacement of the phase 1 leachate electrical control panel.

Transit - Allocate funds into the proper account to cover line item overages.

General Fund CIP - Allocate funds for the development of alternative concepts and construction cost estimates for a multi-use path along Fort Island Trail.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
					$0

As detailed on every budget transfer form attached.

RECOMMENDED ACTION:

Approve budget transfers for Housing Services (2), Utilities, Older American's Act Title III C-1 (2), Health Insurance Trust, Solid Waste (2), Transit, and General Fund CIP for fiscal year 2020-21.

Citrus County Board of County Commissioners
Budget Transfer Form

May 11, 2021 — Date

3110 — Fund Number

GENERAL FUND CARES — Fund Title

Dept/Office/Division: COMMUNITY SERVICES/HOUSING SERVICES

Department Number	Account Number	From Amount	To Amount	Account Title
3110	52100	420		FICA TAXES
3110	52200	904		RETIREMENT CONTRIBUTIONS
3110	52300	899		LIFE & HEALTH INSURANCE
3110	52400	748		WORKERS' COMPENSATION
3110	55100	5		OFFICE SUPPLIES
3110	51200		2,976	REGULAR SALARIES & WAGES

Detailed Reason for Transfer:

Reallocate administrative expenditures to cover line item overage

Division Approval: MD Req'd for Tammy Hanns Date: 4/8/2021

Department/Office Approval: Maureen Rodney Date: 4/8/21

Management & Budget Approval: Cpcott Date: 4.12.2021

Board Approval:

Attachment: BT051121 (12792 : Budget Transfers)

Citrus County Board of County Commissioners
Budget Transfer Form

May 11, 2021	133V	SHIP
Date	**Fund Number**	**Fund Title**

Dept/Office/Division: COMMUNITY SERVICES/HOUSING SERVICES

Department Number	Account Number	From Amount	To Amount	Account Title
5304V	53400	19		OTHER CONTRACTUAL SERV
5304V	59930		19	STRATEGY - HOUSING REPL

Detailed Reason for Transfer:

Reallocate Other Contractual Services expenditure budget to Housing Replacement for recording fee

Division Approval: MDalford for Tammy Davis Date: 4/8/2021

Department/Office Approval: Marisella Rodriguez Date: 4/8/21

Management & Budget Approval: cpcott Date: 4·12·2021

Board Approval:

Attachment: BT051121 (12792 : Budget Transfers)

Citrus County Board of County Commissioners
Budget Transfer Form

April 9, 2021	450	Operating
Date	**Fund Number**	**Fund Title**

Dept/Office/Division: Citrus County Utilities

Department Number	Account Number	From Amount	To Amount	Account Title
9000	60080	147,000		Captial Reserves
9000	54550		147,000	General Liability Claims

Detailed Reason for Transfer:

General Liability and worker's comp claims have been higher than anticipated.

Division Approval: Gary Loggins Date: 04-12-2021

Department/Office Approval: Ken Cheek Digitally signed by Ken Cheek Date: 2021.04.12 10:22:44 -04'00' Date:

Management & Budget Approval: cpcott Date: 4.12.2021

Board Approval:

Attachment: BT051121 (12792 : Budget Transfers)

Citrus County Board of County Commissioners
Budget Transfer Form

March 29, 2021	181A	OAA TITLE IIIC1
Date	**Fund Number**	**Fund Title**

Dept/Office/Division: Comm Services/Support Services/Senior Prog.

Department Number	Account Number	From Amount	To Amount	Account Title
5370ACO	51200	13,356		Regular Salaries & Wages
5370ACO	52100	1,021		FICA
5370ACO	52200	1,335		Retirement Contributions
5370ACO	52300	3,692		Life & Health Insurance
5370ACO	52400	72		Workers' Compensation
5370AHD	51200		13,356	Regular Salaries & Wages
5370AHD	52100		1,021	FICA
5370AHD	52200		1,335	Retirement Contributions
5370AHD	52300		3,692	Life & Health Insurance
5370AHD	52400		72	Workers' Compensation

Detailed Reason for Transfer:

Home Delivered Meals are currently being served instead of Congregate Meals due to COVID-19. We are estimating 5 months to be the service timeframe for Home Delivered Meals. This budget transfer is reallocating funds to the Home Delivered Meals department to cover expenses for that timeframe.

CP **Division Approval:** Date: 3/31/21

Department/Office Approval: Date: 4/5/21

Management & Budget Approval: CJ Scott Digitally signed by CJ Scott Date: 2021.04.06 09:38:31 -04'00' Date:

Board Approval:

1 of 2

Attachment: BT051121 (12792 : Budget Transfers)

Citrus County Board of County Commissioners
Budget Transfer Form

March 29, 2021	181A	OAA TITLE IIIC1
Date	**Fund Number**	**Fund Title**

Dept/Office/Division: Comm Services/Support Services/Senior Prog.

Department Number	Account Number	From Amount	To Amount	Account Title
5370ACO	54400	2,000		Rent
5370ACO	55221	49,225		Meals
5370AHD	54400		2,000	Rent
5370AHD	55221		49,225	Meals

Detailed Reason for Transfer:

Home Delivered Meals are currently being served instead of Congregate Meals due to COVID-19. We are estimating 5 months to be the service timeframe for Home Delivered Meals. This budget transfer is reallocating funds to the Home Delivered Meals department to cover expenses for that timeframe.

Division Approval: Date: 3/31/21

Department/Office Approval: Date: 4/5/21

Management & Budget Approval: cscott Date: 4.12.2021

Board Approval:

2 of 2

Attachment: BT051121 (12792 : Budget Transfers)

Citrus County Board of County Commissioners
Budget Transfer Form

April 13, 2021 — **Date**

170 — **Fund Number**

Health Insurance Trust — **Fund Title**

Dept/Office/Division: Health Insurance Trust

Department Number	Account Number	From Amount	To Amount	Account Title
8000	60050	25,000		Reserve for Contingency
8000	55106		25,000	Other Contractual Services

Detailed Reason for Transfer:

This budget transfer will allocate funds for the purchase of flu and shingles vaccines. The clinic has also incurred additional costs related to replacement of medical equipment.

Division Approval: _____ Date: _____

Department/Office Approval: June Randall Date: 04/13/2021

Management & Budget Approval: CJScott Date: 4.14.202

Board Approval: _____ Date: _____

Attachment: BT051121 (12792 : Budget Transfers)

Citrus County Board of County Commissioners
Budget Transfer Form

April 13,2021 — **Date**

401 — **Fund Number**

Landfill — **Fund Title**

Dept/Office/Division: Public Works/Solid Waste Management

Department Number	Account Number	From Amount	To Amount	Account Title
5212	60050	52,000		Reserve for Contingency
5212	53400		52,000	Other Contractual Services

Detailed Reason for Transfer:

These reallocated funds are needed for site improvements.

Division Approval: [signature] Date: 4/13/2021

Department/Office Approval: [signature] Date: 4/15/21

Management & Budget Approval: [signature] Date: 4-16-2021

Board Approval:

Attachment: BT051121 (12792 : Budget Transfers)

Citrus County Board of County Commissioners
Budget Transfer Form

April 13,2021 — **Date**

401 — **Fund Number**

Long Term Care — **Fund Title**

Dept/Office/Division: Public Works/Solid Waste Management

Department Number	Account Number	From Amount	To Amount	Account Title
5216	56300	80,000		Improve Other Than Building
5216	56400		80,000	Machinery & Equipment

Detailed Reason for Transfer:

These reallocated funds are needed to purchase and replace the phase 1 leachate electrical control panel due to age and improved technology.

Division Approval: [signature] Date: 4/13/2021

Department/Office Approval: [signature] Date: 4/15/21

Management & Budget Approval: cpscott Date: 4.16.2021

Board Approval:

Attachment: BT051121 (12792 : Budget Transfers)

Citrus County Board of County Commissioners
Budget Transfer Form

April 13, 2021	5413W	Trans Disadv Trip and Equip
Date	**Fund Number**	**Fund Title**

Dept/Office/Division: Community Services/ Transit Services

Department Number	Account Number	From Amount	To Amount	Account Title
5413W	51306		5,000	CASUAL LABOR
5413W	52500		2,500	UNEMP COMP
5413W	54615		10,000	SOFTWARE MAINTENANCE
5413W	51200	7,500		REGULAR SALARIES & WAGES
5413W	54000	10,000		TRAVEL & PER DIEM

Detailed Reason for Transfer:

Casual Labor and Software Maintenance costs have increased for this department. Unemployment was not previously allocated to this department. Excess in Salaries & Wages is due to staff vacancies. Correcting error from Roll Forward budget in Travel & Per Diem.

Division Approval: Date: 4/13/21

Department/Office Approval: Date: 4/16/21

Management & Budget Approval: Date: 4/20/2021

Board Approval:

Attachment: BT051121 (12792 : Budget Transfers)

Citrus County Board of County Commissioners
Budget Transfer Form

April 22, 2021	001A	General Fund CIP
Date	**Fund Number**	**Fund Title**

Dept/Office/Division: General Fund CIP

Department Number	Account Number	From Amount	To Amount	Account Title
3120	61000	10,000		Reserve Cash Forward
3120	53100		10,000	Professional Services

Detailed Reason for Transfer:

The BOCC directed staff to develop several alternative concepts and costs for construction of a multi-use path along Fort Island Trail. The path is to begin at the western most end of the subject roadway for approximately one mile.

DRMP was selected from RFQ 18-055 Continuing Contract for Engineering Services. The project scope will include review and use of available environmental resource mapping and data, develop up to four alternative typical sections and develop construction cost estimates for the various alternative sections.

Division Approval: *Prepared by Management & Budget* Date:

Department/Office Approval: *Prepared by Management & Budget* Date:

Management & Budget Approval: cpscott Date: 4.22.21

Board Approval:

Attachment: BT051121 (12792 : Budget Transfers)

AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	Budget Resolution
AGENDA DATE:	**May 11, 2021**

BRIEF OVERVIEW:

Section 129.06(d), Florida Statutes provides that the Board may amend its budget by resolution to appropriate and expend funds from a source not anticipated in the Board's regular budget. Grants, donations, reimbursement for damages, or any other additional source of revenue is not included in the original budget.

Amend - Animal Services budget.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
					$0

As detailed on budget resolutions attached.

RECOMMENDED ACTION:

Adopt and authorize the Chairman to execute a resolution adopting/amending Animal Services budget for fiscal year 2020-21.

RESOLUTION NO. 2021-

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA, ADOPTING / AMENDING THE FISCAL YEAR 2020-21 BUDGET

WHEREAS, certain appropriation and expenditure amendments to the adopted Fiscal Year 2020-2021 Budget are to be made by resolution pursuant to section 129.06(2), Florida Statutes; and

WHEREAS, the Board of County Commissioners of Citrus County desires to amend fiscal year 2020-2021 budget, as more specifically set forth in Exhibit ”A” attached hereto and by this reference made a part hereof,

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Citrus County, Florida as follows:

- The Board does hereby amend its budget to include the estimated revenues and expenditures listed in Exhibit “A” attached hereto and made a part hereof by reference.

- The Clerk of the Board is hereby directed to spread this resolution upon the minutes of the meeting held this date.

ADOPTED**,** in regular session this 11th day of May 2021, by the Citrus County Board of County Commissioners.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF CITRUS COUNTY, FLORIDA

ANGELA VICK, CLERK

SCOTT CARNAHAN, CHAIRMAN

APPROVED FOR THE RELIANCE
OF CITRUS COUNTY ONLY:

DENISE A. DYMOND LYN,
COUNTY ATTORNEY

Attachment: 05-11-21res (12791 : Budget Resolution)

Department of Management & Budget
3600 W. Sovereign Path – Suite 266, Lecanto, FL 34461
(352) 527-5207 – FAX (352) 527-5219

MEMORANDUM

TO: Members of the Board of County Commissioners

FROM: Colleen Scott, Director
Department of Management and Budget

DATE: May 11, 2021

SUBJECT: Budget Amendment

The attached budget amendment appropriates funding necessary for the following:

1. Amend the Animal Services budget recording a donation from the Petco Foundation for lifesaving purposes of the animals in the facility.

Attachment: 05-11-21res (12791 : Budget Resolution)

Exhibit A

106C PETCO FOUNDATION GRANT

Amendment #		Account Number	Account Description	Amount
1	*Revenues*	106C-366000	CONTRIBUTIONS(PRIVATE)	$20,000
			Total Revenues	$20,000
1	*Expenditures*	106C-5106C-55200	OPERATING SUPPLIES	$20,000
			Total Expenditures	$20,000

Attachment: 05-11-21res (12791 : Budget Resolution)

AGENDA MEMORANDUM

FROM:	Michael Sherman, AICP Growth Management Director
SUBJECT:	Notice of Demolition to Heirs
AGENDA DATE:	**May 11, 2021**

BRIEF OVERVIEW:

After receiving a complaint regarding the conditions of the property located at 6997 W. Cyrus St., Crystal River, FL, Code Officer Jillian Nocella inspected the property for the first time on March 30, 2020 and observed an unsecured shed to the left of the home with roof damage and full of debris and what appeared to be an abandoned mobile home on the property with structural damage.

The owner and encumbrance report revealed that the property owner, William M. Tappan, was deceased and that title to the property was never transferred to heirs in the probate action. It is requested that the Board of County Commissioners determine whether Code Compliance should move forward with the demolition process. The estimated cost of demolition is $3,000.00.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
3345-54906	Abandoned Bldgs	$266,914	$44,928	$85,072	$136,914*

*Balance prior to demolition expense

RECOMMENDED ACTION:

Request the Board of County Commissioners determine whether Code Compliance should move forward with the demolition process regarding the property located at 6997 W. Cyrus St., Crystal River, FL.

AGENDA MEMORANDUM

FROM:	Michael Sherman, AICP Growth Management Director
SUBJECT:	Notice of Demolition to Heirs
AGENDA DATE:	**May 11, 2021**

BRIEF OVERVIEW:

After receiving a complaint regarding the conditions of the property located at 6429 W. Folger Ct., Homosassa, FL, Code Officer Jillian Nocella inspected the property for the first time on May 5, 2020 and observed an unsecured mobile home in poor condition from the exterior. Multiple windows are broken and there appears to be roof and wall damage and deterioration.

The owner and encumbrance report revealed that the property owner, George M. Orsic, Sr. is deceased and that title to the property was never transferred to heirs in the probate action. It is requested that the Board of County Commissioners determine whether Code Compliance should move forward with the demolition process. The estimated cost of demolition is $3,500.00.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
3345-54906	Abandoned Bldgs	$266,914	$44,928	$85,072	$96,914*

*Balance prior to demolition expense

RECOMMENDED ACTION:

Request the Board of County Commissioners determine whether Code Compliance should move forward with the demolition process regarding the property located at 6429 W. Folger Ct., Homosassa, FL.

AGENDA MEMORANDUM

FROM:	Randall Olney, Public Works Director
SUBJECT:	Waste Disposal Account Agreement for Waste Pro of Florida, Inc.
AGENDA DATE:	**May 11, 2021**

BRIEF OVERVIEW:

Review of the current disposal tonnage for the County's Certified Garbage Haulers indicates an increase in the security required for Waste Pro of Florida, Inc, in the sum of $44,000 for a total of $110,000.

The additional deposit has been received.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
					$0

RECOMMENDED ACTION:

a. Approve and authorize the chairman to execute a Waste Disposal Account Agreement between Citrus County and Waste Pro of Florida, Inc, for disposal fees up to $110,000.

b. Approve termination of the existing Waste Disposal Account Agreement with Waste Pro of Florida, Inc, dated April 9, 2019 and transfer of the remaining funds to the new agreement.

Board of County Commissioners
DEPARTMENT OF PUBLIC WORKS
SOLID WASTE MANAGEMENT DIVISION
P.O. Box 340, Lecanto, Florida 34460
Telephone: (352) 527-7670 FAX: (352) 527-7672
email: landfillinfo@bocc.citrus.fl.us
TDD Telephone: (352) 527-5303
Citrus Springs/Dunnellon/Inglis/Yankeetown area Toll Free (352) 489-2120

WASTE DISPOSAL ACCOUNT AGREEMENT

THIS WASTE DISPOSAL ACCOUNT AGREEMENT is hereby made and entered into by and between Waste Pro of Florida, Inc. whose mailing address is: 1027 E Overdrive Circle, Hernando, FL 34442 hereinafter referred to as "COMPANY", and CITRUS COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, Company is lawfully engaged in business within Citrus County, Florida, and

WHEREAS, County operates a Class I Sanitary Landfill facility located at 230 West Gulf-to-Lake Highway, Lecanto, Florida 34461, and

WHEREAS, Company desires to utilize the Landfill and to establish a monthly account with the County for its Landfill use, and

WHEREAS, County wishes to allow Company to utilize the Landfill and to tender payments to the County at the end of each month for its use of the Landfill.

NOW, THEREFORE, in consideration of the sum of Ten Dollars and No Cents ($10.00) to each in hand paid by the other, the receipt and sufficiency of which is hereby acknowledged by both parties hereto, Company and County agree as follows:

1. Company delivers to County as a security deposit, the sum of **$ 110,000** in the form of cash deposit or bond issued by an entity acceptable to County. The purpose of this security deposit is to permit County to draw against the deposit in the event of Company's nonpayment. If at any time the Company's charges reach the amount of the deposit, the Company will be placed on a cash only basis.

2. Beginning on the date of this Agreement, County will forward a bill via U.S. Mail to Company at its listed address at the end of each month for charges that accrued during the month. Company's failure to receive the bill does not relieve Company of its obligation to tender payment in the full amount then due and owing County.

Attachment: Waste Pro Account Agreement (12759 : Waste Disposal Account Agreement for Waste Pro of Florida, Inc.)

3. Company shall pay the County all sums then due within twenty-one (21) days of the billing date.

4. Company agrees that in the event it fails to pay the sum shown on its bill within twenty-one (21) days, County may, without prior notice to Company, immediately charge all sums due, against the cash deposit/bond.

5. If County is ever required to draw upon Company's security County may terminate this Agreement and Company will thereafter utilize the Landfill on a cash-only basis.

6. This Agreement may be terminated with or without cause upon thirty (30) days prior written notice to the non-terminating party. In the event the Company desires to terminate this Agreement, County will release Company's security only upon verification that Company's account is then current and there are no other charges then due and owing County.

7. Any right of County to draw upon Company's security will be in addition to, and not in lieu of, any other remedies provided by Florida law.

8. Company shall indemnify, save and hold harmless County and all its officers, agents or employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any nature whatsoever, including defense costs and fees, caused by the intentional or negligent act of, or omission of, Company, its agents or employees or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. Neither Company nor any of its agents will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of County or any of its officers, agents or employees. In the event any lawsuit or other proceeding is brought against County by reason of any such claim, cause of action or demand, Company shall, upon written notice from County, resist and defend such lawsuit or proceeding by counsel satisfactory to County or, at County's option, pay for an attorney selected by County to defend County. This indemnification includes attorney's fees and all costs of litigation including appellate attorney's fees and costs as well as any judgments. The parties agree that this clause shall not waive the benefits or provisions of Section 768.28, Florida Statutes, or any similar provision of law. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by County, any sums due Company under this Agreement may be retained by County until all

Attachment: Waste Pro Account Agreement (12759 : Waste Disposal Account Agreement for Waste Pro of Florida, Inc.)

of County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by County.

IN WITNESS WHEREOF, the Parties hereto have caused this Modification to be executed for the use and purposes herein expressed on the 6th day of April 2021

Waste Proof Florida Inc.
Company Name

Witness

Witness

By: Sean M Jennings
Its: CEO & President

Date: 4/6/21

STATE OF FLORIDA
COUNTY OF CITRUS

The foregoing instrument was acknowledged before me by means of X physical presence or __ online notarization, this 6 day of April 2021, by Sean M Jennings as CEO & President for Waste Pro of Florida, Inc. who is X personally known to me or who has produced _____ as identification.

Notary Public-State of Florida
Printed Name:
Commission No:
Expiration Date:

MALENIE VELEZ
MY COMMISSION # HH 080343
EXPIRES: March 9, 2025
Bonded Thru Notary Public Underwriters

ATTEST:

Angela Vick

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

Denise A. Dymond Lyn
County Attorney

CITRUS COUNTY, FLORIDA, a political subdivision of the State of Florida.

By: _____
Scott E Carnahan, Chairman

Date: _____

Attachment: Waste Pro Account Agreement (12759 : Waste Disposal Account Agreement for Waste Pro of Florida, Inc.)

This Bond supersedes and replaces Berkley bond number 0173218 effective 4/2/2021.
By acceptance of this Bond, Berkley is released from all liability.

Solid Waste Disposal Payment Guarantee Bond

BOND NO: 6213004047

KNOW ALL MEN BY THESE PRESENTS:

That we, Waste Pro of Florida, Inc. as principal, and United States Fire Insurance Company, as surety, are held and firmly bound unto Citrus County, Florida, as obligee, in the penal sum of One Hundred Ten Thousand Dollars and 00/100 ($110,000.00) lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, formally, by these presents.

Whereas, the principal has applied to the obligee for Waste Disposal privileges under a charge arrangement and the obligee has requested principal to furnish security for the prompt payment of all charges and bills for said privileges,

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said principal shall well and faithfully perform the obligation herein and shall promptly pay all bills rendered by the obligee to said principal for said privileges, and then this obligation shall be null and void; otherwise to be and remain in full force and effect.

IT IS FURTHER UNDERSTOOD AND AGREED THAT the surety may at any time terminate its liability by giving thirty days notice to the obligee and the surety shall not be liable for any loss after the expiration of thirty days, except for losses occurring while this bond is in full force and effect.

THIS BOND is to remain in force and to be binding upon such Surety for a period of one year from the date hereof, unless cancelled, but may be continued from year-to-year by delivering of a Continuation Certificate signed by an Attorney-in-Fact of said Surety.

Signed, sealed and dated the 2nd day of April, 2021.

Waste Pro of Florida, Inc.	United States Fire Insurance Company
Principal	Surety
By: Malenie Ueker Bond Administrator	By: Kathryn Pryor Attorney-In-Fact

Attachment: Waste Pro Bond (12759 : Waste Disposal Account Agreement for Waste Pro of Florida, Inc.)

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

79560

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Aimee R. Perondine, Bethany Stevenson, Donna M. Planeta, Joshua Sanford, Samuel E. Begun, Melissa J. Stanton, Nicholas Turecamo, Kathryn Pryor, Michelle Anne McMahon, Alexis R. Apostolidis, Bryan M. Caneschi, Phillip M. Knower, Brendan William Fletcher, Cassandra Baez, Jacqueline Rose Susco

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **UNLIMITED.**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 10th day of March, 2016.

UNITED STATES FIRE INSURANCE COMPANY

Anthony R. Slimowicz, President

State of New Jersey}
County of Morris }

On this 10th day of March 2016, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

SONIA SCALA
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES 3/25/2024 No. 2163686

Sonia Scala (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 2nd day of April 2021

UNITED STATES FIRE INSURANCE COMPANY

Peter M. Quinn, Senior Vice President

Attachment: Waste Pro Bond (12759 : Waste Disposal Account Agreement for Waste Pro of Florida, Inc.)

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04/13/2021

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ÐÎÑÜËÚÛÎ Marsh USA Inc. 1560 Sawgrass Corporate Pkwy, Suite 300 Sunrise, FL 33323 CN105058554--GAWUP-20-21	ÝÑÒÚÎßÝ×ÑÒ ÓßÔÛ⁂ ÐØÑÑÛ ßßîÝô Ô±ô Ü¨¬÷⁂ ÛßÈ ßßîÝô Ò±÷⁂ Ú¶ÓßׯÔ ßÛÛÎÛÎÍ⁂

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×ÒÍËÎÛÎ Þ⁂ XL Insurance America, Inc.	24554
×ÒÍËÎÛÎ Ý⁂ National Fire & Marine Insurance Co	20079
×ÒÍËÎÛÎ Ü⁂ XL Specialty Insurance Company	37885
×ÒÍËÎÛÎ Ú⁂ N/A	N/A
×ÒÍËÎÛÎ Ú⁂	

×ÒÍËÎÛÜ
Waste Pro USA Inc. and its subsidiaries
2101 W SR 434, Suite #301
Longwood, FL 32779

ÝÑÊÛÎßÙÛ Í ÝÛÌ×Ú×ÝßÌÛ ÒËÓÞÛÎ⁂ ATL-004673447-29 Î ÛÐ×Í×ÑÒ ÒËÓÞÛÎ⁂ 3

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Citrus County, Florida, its officials, employees and volunteers are included as Additional Insureds as respects to General Liability and Auto Liability where required by written contract.

General Liability and Auto Liability policies shall be Primary and Non-Contributory with any other insurance in force for or which may be purchased by the additional insureds where required by written contract.

Waiver of Subrogation applies in favor of the additional insureds with respects to General Liability, Auto Liability and Workers Compensation, as permitted by law, where required by written contract.

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Citrus County, Florida Office of Management & Budget Attn: Linda Morse, Purchasing & Contract Manager 3600 W. Sovereign Path, Suite 266 Lecanto, FL 34461	ÍØÑËÔÛ ßÒÇ ÑÚ ÌØÛ ßÞÑÊÛ ÜÛÍÝ Î×ÞÛÜ ÐÑÔ×Ý×ÛÍ ÞÛ ÝßÒÝÛÔÔÛÜ ÞÛÚÑÎÛ ÌØÛ ÛÈÐ×Î ß Ì×ÑÒ ÜßÌÛ ÌØÛ Ì ÛÑÚ É×ÔÔ ÞÛ ÜÛÔÛ×ÊÛÎÛÜ ×Ò ßÝÇÑÎÛ×ÌÜÒÛÇ É×ÌØ ÌØÛ ÐÑÔ×Ý×ÛÍ Ð Î ÑÊ×Í×ÑÒ÷
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Attachment: Wast Pro - Hauler Ins (12759 : Waste Disposal Account Agreement for Waste Pro of Florida, Inc.)

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ßÙÛÒÒÝÇ Marsh USA Inc.	ÒßÔÛÜ ¹ÒÍËÎÛÜ Waste Pro USA Inc. and its subsidiaries 2101 W SR 434, Suite #301 Longwood, FL 32779
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Contractors Pollution Legal Liability - Job Site

Pollution Condition resulting from Contracting Services defined as:
Trash compactor installation and maintenance

Carrier: Indian Harbor Insurance Company
Policy Number: PEC004900304
Dates: 01/01/2021 - 01/01/2022
Limit: $2,000,000 each Pollution Condition; $2,000,000 Annual Aggregate
Self-Insured Retention: $25,000

Attachment: Wast Pro - Hauler Ins (12759 : Waste Disposal Account Agreement for Waste Pro of Florida, Inc.)

AGENDA MEMORANDUM

FROM:	Denise A. Dymond Lyn, County Attorney
SUBJECT:	MacRae's Boat Ramp Consent Order
AGENDA DATE:	**May 11, 2021**

BRIEF OVERVIEW:

After discussions with Florida Department of Environmental Protection (FDEP), the attached consent order was prepared for the County's consideration. This matter relates to the repair and replacement of the upper decking adjacent to the McRae's Boat Ramp that was done in early 2009. At the time of the repairs, a permit may have been needed.

Rather than question and establish the need, or not, for a permit, our discussions with FDEP resulted in the consent order being offered and considered. The cost benefit of agreeing to the consent order makes the most financial sense.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance*
2675-54610	Maintenance-Parks	$132,580	$51,621	$27,704	$53,255

*Balance prior to expenditure

RECOMMENDED ACTION:

If approved, authorize the Chairman to execute the consent order regarding MacRae's Boat Ramp.

FLORIDA DEPARTMENT OF Environmental Protection

Southwest District Office
13051 North Telecom Parkway #101
Temple Terrace, Florida 33637-0926

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

Attachment: 1. Proposed SFCO - Citrus Boat Ramp Complaint (12810 : MacRae's Boat Ramp Consent Order)

March 4, 2021

Commissioner Scott E. Carnahan, Chair
Citrus County Board of County Commissioners
% Bob Glancy
1300 South Lecanto Highway
Lecanto, Florida 34461
Bob.Glancy@citrusbocc.com

SUBJECT: Department of Environmental Protection v. Citrus County Building Division,
OGC File No.: #21-0187
Site No.: ERP_381103

Commissioner Carnahan:

The State of Florida Department of Environmental Protection ("Department") finds that Citrus County Building Division ("Respondent") constructed a boat ramp, greater than 30 feet wide, without first obtaining regulatory and proprietary authorization, in violation of Rule 62-330 and Rule 18-21, Florida Administrative Code (F.A.C.). The boat ramp can be viewed in historical aerials and has been existing since at least 1995. However, the boat ramp cannot be considered a "grandfather" structure since information of the exact construction date is not available. Although there are no actions required to correct the violation, the Respondent remains subject to civil penalties as a result of the violation. The Respondent is also responsible for costs incurred by the Department during the investigation of this matter.

The Department's Offer

Based on the violations described above, the Department is seeking $250.00 in civil penalties and $100.00 for costs and expenses the Department has incurred in investigating this matter, which amounts to a total of $350.00. The civil penalties are apportioned as follows: $250.00 for violation of Rule 62-330.417(2)(f), F.A.C.

This Consent Order provides regulatory authorization for the after-the-fact construction of and the ability to maintain the boat ramp. The Respondent shall not conduct any further dredging, filling, or construction activities on or within the landward extent of waters of the state without first obtaining a valid Department permit or written notification from the Department that the activities appear to be exempt as proposed from Department permitting requirements.

This Consent Order also provides proprietary authorization for the after-the-fact construction of and the ability to maintain the boat ramp as the activity is located on sovereign submerged lands owned by the Board of Trustees. The activity is not exempt from the need to obtain the applicable proprietary authorization. As staff to the Board of Trustees, the Department has reviewed the activity described above, and has determined that the activity qualifies for an automatic Letter of Consent under Rule 18-21.007 and Section 253.77 of the Florida Statutes to construct and use the activity on the specified sovereign submerged lands, as long as the work performed is located within the boundaries as described herein and is consistent with the terms and conditions herein. No further application is required for this Letter of Consent.

Respondent's Acceptance

If you wish to accept this offer and fully resolve the enforcement matter pending against the Respondent, please sign this letter and return it to the Department at **13051 North Telecom Parkway, Suite 101, Temple Terrace, Florida 33637-0926** by **March 5, 2021.** The Department will then countersign it and file it with a designated clerk of the Department. Once the document is filed with the designated clerk, it will constitute a final order of the Department pursuant to Section 120.52(7), F.S. and will be effective unless a request for an administrative hearing is filed by a third party in accordance with Chapter 120, F.S. and the attached Notice of Rights.

By accepting this offer you, Commissioner Carnahan:

(1) certify that you are authorized and empowered to negotiate, enter into, and accept the terms of this offer in the name and on behalf of Respondent;

(2) acknowledge and waive Respondent's right to an administrative hearing pursuant to Sections 120.569 and 120.57, F.S., on the terms of this offer, once final;

(3) acknowledge and waive Respondent's right to an appeal pursuant to Section 120.68, F.S.

The Department acknowledges that the Respondent's acceptance of this offer does not constitute an admission of liability for the violation(s) referenced above.

Respondent's Performance

After signing and returning this document to the Department,

(1) **Respondent must pay $350.00 in full by March 31, 2021.**

(2) Respondent shall make all payments required by this Order by cashier's check, money order or on-line payment. Cashier's check or money order shall be made payable to the "Department of Environmental Protection" and shall include both the OGC number assigned to this Order and the notation "Water Quality Assurance Trust Fund." Online

Attachment: 1. Proposed SFCO - Citrus Boat Ramp Complaint (12810 : MacRae's Boat Ramp Consent Order)

payments by e-check can be made by going to the DEP Business Portal at: http://www.fldepportal.com/go/pay/
It will take a number of days after this order is final, effective and filed with the Clerk of the Department before ability to make online payment is available.

The Department may enforce the terms of this document, once final, and seek to collect monies owed pursuant to Sections 120.69 and 403.121, F.S.

Until clerked by the Department, this letter is only a settlement offer and not a final agency action. Consequently, neither the Respondent nor any other party may request an administrative hearing to contest this letter pursuant to Chapter 120, F.S. Once this letter is clerked and becomes a final order of the Department, as explained above, the attached Notice of Rights will apply to parties, other than the Respondent, whose interests will be substantially affected.

Electronic signatures or other versions of the parties' signatures, such as .pdf or facsimile, shall be valid and have the same force and effect as originals. No modifications of the terms of this Order will be effective until reduced to writing, executed by both Respondent and the Department, and filed with the clerk of the Department.

Please be aware that if the Respondent declines to respond to the Department's offer, the Department will assume that the Respondent is not interested in resolving the matter and will proceed accordingly.

If you have any questions, please contact Abigail Bridges at 813-470-5787 or at Abigail.Bridges@FloridaDEP.gov.

Sincerely,

Mary E. Yeargan, Director
Southwest District

Attachment: 1. Proposed SFCO - Citrus Boat Ramp Complaint (12810 : MacRae's Boat Ramp Consent Order)

FOR THE RESPONDENT:

I, Citrus County, Florida [Type or Print Name], **HEREBY ACCEPT THE TERMS OF THE SETTLEMENT OFFER IDENTIFIED ABOVE.**

By: _____ Date: _____
[Signature]

Title: Scott Carnahan, Chairman
[Type or Print]

FOR DEPARTMENT USE ONLY

DONE AND ORDERED this _____ day of _____, 2021, in _____ County, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION

_____
Mary E. Yeargan, Director
Southwest District

Filed, on this date, pursuant to section 120.52, F.S., with the designated Department Clerk, receipt of which is hereby acknowledged.

_____ _____
Clerk Date

Final clerked copy furnished to:
Lea Crandall, Agency Clerk (lea.crandall@dep.state.fl.us)

Attachment: 1. Proposed SFCO - Citrus Boat Ramp Complaint (12810 : MacRae's Boat Ramp Consent Order)

NOTICE OF RIGHTS

Persons who are not parties to this Order, but whose substantial interests are affected by it, have a right to petition for an administrative hearing under Sections 120.569 and 120.57, Florida Statutes. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition concerning this Order means that the Department's final action may be different from the position it has taken in the Order.

The petition for administrative hearing must contain all of the following information:

a) The OGC Number assigned to this Order;

b) The name, address, and telephone number of each petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding;

c) An explanation of how the petitioner's substantial interests will be affected by the Order;

d) A statement of when and how the petitioner received notice of the Order;

e) Either a statement of all material facts disputed by the petitioner or a statement that the petitioner does not dispute any material facts;

f) A statement of the specific facts the petitioner contends warrant reversal or modification of the Order;

g) A statement of the rules or statutes the petitioner contends require reversal or modification of the Order; and

h) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the Department to take with respect to the Order.

The petition must be filed (received) at the Department's Office of General Counsel, 3900 Commonwealth Boulevard, MS# 35, Tallahassee, Florida 32399-3000 within 21 days of receipt of this notice. A copy of the petition must also be mailed at the time of filing to the District Office at the address indicated above. Failure to file a petition within the 21-day period constitutes a person's waiver of the right to request an administrative hearing and to participate as a party to this proceeding under Sections 120.569 and 120.57, Florida Statutes. Mediation under Section 120.573, Florida Statutes, is not available in this proceeding.

Attachment: 1. Proposed SFCO - Citrus Boat Ramp Complaint (12810 : MacRae's Boat Ramp Consent Order)

AGENDA MEMORANDUM

FROM:	Ken Cheek, Director, Water Resources Department
SUBJECT:	Ozello Water Assoc. Commercial Service Contract – Forestview
AGENDA DATE:	**May 11, 2021**

BRIEF OVERVIEW:

Service contract Agreement with Ozello Water Association Inc. for commercial water service to include the water connection, the meter and backflow device installation, and monthly services.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
					$0

RECOMMENDED ACTION:

Approve and authorize the Chairman to execute Agreement by and between the Citrus County, Florida and Ozello Water Association, Inc. for commercial water service to include the water connection, the meter and backflow device installation, and monthly services for new lift station connection at the Forestview Mobile Home Park for Department of Water Resources.

OZELLO WATER ASSOCIATION INC. COMMERCIAL SERVICE CONTRACT

ACCOUNT # 6188 CONTRACT # 6931

This is to certify that CITRUS COUNTY, FLORIDA "Applicant" Phone: (352)527-7650

Whose address is 110 N. APOPKA AVENUE INVERNESS, FL 34450 applied, and is eligible for membership in the Ozello Water Association, Inc., ("OWA") and is entitled to purchase water and services from OWA.

Applicant acknowledges and agrees that this Service Contract is issued and accepted in accordance with and subject to the conditions and provisions of the Charter By Laws, Rules and Regulations by OWA, and as amended from time to time.

Applicant does further acknowledge and agree that transfer of Service Contracts shall be made only upon the books of OWA, and only to persons eligible to become members, as directed by the Board of Directors, all as more fully set forth in the Charter By Laws, Rules and Regulations of OWA. Applicant understands that upon the sale of the Applicant's property and request for Transfer of Service Contract, the Applicant/Seller must notify OWA of a pending sale at least one week prior to the scheduled closing thereon, and the Applicant/Seller will be required to pay in full all outstanding sums due OWA under said Service Contract which will include final meter reading and bill prior to transfer of said Service Contract to a new buyer. Applicant agrees to pay all monthly service fees for water in a timely manner and consents to the Association filing a lien on the real property for which water service was provided to secure payments of any past due amounts.

Applicant does further acknowledge and agree that should Applicant elect to pay the hook-up and meter fees on an installment basis the Applicant and, all owners of record shall be required to execute a Promissory Note in the form provided for by the Rules and Regulations of OWA. Should applicant fail to pay any installment when due, OWA shall have a lien against Applicant's real property for any unpaid portion of Said Promissory Note, all as more fully set forth in the Charter By Laws and Rules and Regulations of OWA. Applicant does further acknowledge that no member of OWA shall be entitled to more than one vote at meetings of the membership, regardless of the number of Service Contracts held.

This membership shall become effective, and the Applicant shall become a member of OWA, upon the unconditional signing of this Service Contract, the paying of all applicable fees and costs(and/or execution necessary OWA documents if electing an installment plan) and acceptance hereof by OWA. Minimum monthly service charge will continue to be due from Applicant/Member until transfer to a new Member is completed. Applicant acknowledges and agrees that OWA shall not be liable for damages of any kind resulting from water or the use of water on the Applicant's premises, and further that OWA shall not be responsible for any damages resulting from interruption of service. Applicant further acknowledges that OWA does not have adequate water pressure to provide fire flow to the property described below.

Applicant further acknowledges since this is a commercial water service, an inspection of the premises either has been or will be made by OWA General Manager to determine the number of Equivalent Residential Units (ERU's) on which the account will be based.

Location: 960 S. SUNCOAST BLVD HOMOSASSA / SEWER LIFT STATION @ FVMHE / HWY 19

Hook-Up and Meter charge: $2,390.00 CONNECTION FEE / $560.00 METER INSTALLATION

Past Due Charges Owed by Applicant: N/A

Other: $393.00 (3/4" BACKFLOW DEVICE) / $25.50 APRIL BASE WATER

Total: $3,368.50

Date Service and Charges to Commence: UPON RECEIPT OF SIGNED CONTRACT & MONIES PAID

CORPORATION DOCUMENTS AVAILABLE AT BUSINESS OFFICE UPON REQUEST

Accepted
OZELLO WATER ASSOCIATION, INC

By: _____

Printed Name: PETER VANDENBERGH
Its President

By: _____

Printed Name: TONIA COOK
Its Secretary/Treasurer

APPLICANT

By: _____

Printed Name: _____
CITRUS COUNTY, FLORIDA

By: _____

Printed Name: _____

9769 W Ozello Trail Crystal River Fl 34429 Phone: 352-795-5331 Fax: 352-795-2488

Attachment: SKM_C25021042615590 (12710 : Ozello Water Assoc. Commercial Service Contract – Forestview)

AGENDA MEMORANDUM

FROM:	Ken Cheek, Director, Water Resources Department
SUBJECT:	Suncoast Parkway II Change Order Request for P.O. 77365-3
AGENDA DATE:	**May 11, 2021**

BRIEF OVERVIEW:

Additional supplemental work activities and man-hour allocation for on-going assistance to Citrus County and Engineer of Record project oversight and supplemental engineering to Citrus County are being added to existing P.O. 77365-3 in the amount of $42,437.50 from account 9000-53100.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
9000-53100	Prof Serv	$2,241,347	$345,818	$ 882,249	$1,013,280

- Above amounts reflect prior to PO change order

RECOMMENDED ACTION:

Approve and authorize the Chairman to execute Change Order Request No. 4 against P.O. 77365-3 with Pigeon-Ardurra, LLC. in the amount of $42,437.50 to amend the Scope of Services to include additional supplemental work activities and man-hour allocation for on-going assistance to Citrus County and Engineer of Record project oversight. This Change order also addresses supplemental engineering to Citrus County. The purchase order's adjusted total is $627,472.50.

CHANGE ORDER REQUEST

PURCHASE ORDER #: 77365

CHANGE ORDER #: 4

PROJECT: Suncoast Parkway II CEI

VENDOR: Pigeon Ardurra

REQUEST DATE: 3/12/2021

REQUEST BY: Roger Ingall - Project Manager

ACTION REQUESTED:

Roger Ingall Digitally signed by Roger Ingall DN: C=US, E=Roger.Ingall@citrusbocc.com, CN=Roger Ingall Date: 2021.03.26 10:05:03-04'00'

- [x] Increase Purchase Order
- [ ] Decrease Purchase Order
- [ ] Change Account Number on Purchase Order
- [ ] Other (Enter explanation below)

LINE ITEM #	LINE ITEM DESCRIPTION (AS IT APPEARS ON ORIGINAL PURCHASE ORDER)	AMOUNT TO ADD/ (SUBTRACT)
01	Per RFQ 046-15 Professional Services for Suncoast Parkway II Water Main Extension U2016-01 BOCC Approved 4/12/16	$ $42,437.50 -

Amount of Requested Change: $ 42,437.50 -

Original Purchase Order Amount: (Including ALL Prior Change Orders) $ 585,035.00 -

New Purchase Order Amount: $ 627,472.50 -

Reason for Change: The purpose of this Change Order is to amend the Scope of Services to include additional supplemental work activities and manhour allocation for on-going assistance to Citrus County and Engineer of Record project oversight.This Change order also addresses supplemental engineering assistance to Citrus County.

Special Instructions: Increase Line 01 by $42,437.50 in account # 9000-53100

Division Director: Christina Malmberg @citrusbocc.com, CN=Christina Date:

Department Director: Date: 3/30/2021

County Administrator: DMB Cpratt Date: 4.01.2021

BOCC Chairman: Date:

Attachment: Change order request for PO 77365-Pigeon Ardurra (12769 : Suncoast Parkway II Change Order Request for P.O. 77365-3)

PIGEON - ARDURRA, LLC

March 25, 2021

Tina Malmberg, P.E., MBA
Utility Planning & Engineering, Director
Citrus County Water Resources Department
3600 W. Sovereign Path, Suite 291
Lecanto, FL 34461

P-A Project No. 18-222.13

Re: Change order No. 3 to Agreement RFQ 046-15 Suncoast Parkway 2 Water Main Extension
Additional Construction Stage Engineering Services

Dear Ms. Malmberg,

In support of the Exhibit "A" Scope of Services and manhour fee estimate attached herein, this letter is provided to respectfully request a Change Order and associated Engineering Services Contract Amendment to our contract for the Suncoast Parkway 2 project currently under construction. The Exhibit and attached manhour task descriptions provide details associated with several additional tasks and activities needed to implement and coordinate the on-going water and sewer system construction work for Citrus County. In addition, the activities and additional tasks address changes associated with the Florida Turnpike Enterprise (FTE) schedule as executed by their roadway contractor, Lane Construction, with respect to parkway construction activities and site access.

Since the initiation of road construction by FTE and the related water and wastewater system construction by Citrus County Contractor, Royal American Construction Company, Inc. (RAC), the FTE has executed the roadway project with various construction activities simultaneously in several different areas. Generally the work has progressed from south to north and has experienced numerous schedule changes and various authorization for Citrus County to work in specific areas in a lot of different locations. All of this has caused, somewhat of an ongoing weekly need for engineer oversight, coordination, scheduling, checking and communication between FTE, CCWR, Lane Construction and RAC. Variations to schedule, work requirements, inspection observation attendance, materials acquisition, and other tasks have been necessary and will continue to be necessary through completion of the County utility installation work. In addition, Changes to design were necessary in some areas for constructability to accommodate the road construction or avoid conflict with other utility adjustments or design changes. Each of the additional design components are listed in the attached scope of services items.

In addition to the unpredictable schedule and FTE changes, the FTE has encouraged attendance at weekly meeting construction coordination meetings and regular reporting by our firm as representative EOR for CCWR. These meetings and required attendance (even with video conferencing) has far exceeded the original scope of work time commitment and anticipated project attendance. Additional meeting time will be needed through the end of the project. It was also anticipated that the Contractor would provide significant coordination, however, FTE representatives and their CEI oversight team have regularly expected that our staff, as Engineer representative for CCWR, be readily available and responsive to all meetings, questions, change evaluations, and project changes. This ongoing intensity and active involvement to this project was not anticipated to this degree in 2016 when the project scope was discussed and predicted.

925 S.E. 17th Street, Suite A
Ocala, FL 34471
Ph: 352-861-7799
Fax: 352-861-7709

CIVIL ENGINEERS - PLANNERS
SURVEYORS & MAPPERS
www.Ardurra.com

Attachment: Change order request for PO 77365-Pigeon Ardurra (12769 : Suncoast Parkway II Change Order Request for P.O. 77365-3)

Due to the roadway project schedule and limitation of work areas, the work progress by RAC (and their Subcontractor BKW) has progressed, until recently, with only one crew. Consequently, the requirement by the SRF loan to have regular inspection and observation has increased the necessary manhours needed to reach completion of the utility installation inspections. If you recall the original contract only had periodic inspection averaging 4 hours per day with a limited number work days. It was anticipated that multiple crews would be working to expedite the installations. When looking forward to evaluate the remaining work, it is noted that additional field time will be needed to cover the inspection services.

Lastly, as the contractor was selected by Citrus County through the competitive bid process, the construction means and methods of construction could not be dictated by the County. Scheduled work zones and start times were directed by FTE (Lane Construction) and on more than a few occasions, Lane was not ready to turn over the work area which caused CCWR to reschedule activities. In some cases Delays by RAC has caused schedule changes and missed opportunity for utility installation to be completed. All of these types of schedule changes has caused CCWR and our staff to provide more focused attention to the project. Other issues have included delayed materials delivery, expedited materials stockpile and inventory for steel materials, delayed availability of construction staffing (such as survey stakeout, utility crews, etc.) and the Hurricane in 2019 have all affected project execution, not to mention to some extent the effect that Covid-19 issues have had, which all have caused additional work and coordination requirements.

The manhour schedule provided includes increase adjustments through the end of the project and also provides manhour decreases where we see a reduction in the anticipated work for the SRF loan administration.

Respectfully,
PIGEON-ARDURRA, LLC

Chuck A. Pigeon, P.E.
Engineer of Record
Principal Engineer

eC: Roger Ingall, CCWR
P-A Contract File

Attachment: Change order request for PO 77365-Pigeon Ardurra (12769 : Suncoast Parkway II Change Order Request for P.O. 77365-3)

EXHIBIT "A"
SCOPE OF SERVICES
For
SUNCOAST PARKWAY 2 – WATER AND SEWER UTILITY IMPROVEMENTS
SUPPLEMENTAL CONSTRUCTION STAGE - CEI SERVICES
FDOT FINANCIAL PROJECT ID No.'s #405270-1-52-01 / 405270-3-52-1 / 40527-4-52-01

I. PURPOSE

The Suncoast Parkway 2 Extension from US 98 to SR 44 has been under construction since January 2018. This Florida Turnpike Enterprise project is being implemented by the Florida Department of Transportation (FDOT) and extends a length of approximately 13.1 miles. Citrus County has been constructing significant water transmission main and sanitary sewer forcemain pipeline construction along a portion of the parkway extension. The total length of utility project construction is over 59,000 linear feet (11.2 miles) of new water pipeline and over 21,600 linear feet (4.1 miles) of new sewer forcemain.

The purpose of this Change Order is to amend the Scope of Services to include additional supplemental work activities and manhour allocation for CONSULTANT's on-going assistance to Citrus County and Engineer of Record project oversight. This Change order also addresses supplemental engineering assistance to Citrus County for design revisions due to FDOT design and construction changes, construction schedule adjustments, coordination with other utilities, and Coordination with the State roadway construction contractor (Lane Construction) and the specific work phases. This change also includes construction administration assistance to Citrus County and coordination with Royal American Construction (RAC) and their sub-contractors who are performing the utility construction work for Citrus County.

This Change Order also reduces the work requirement for the State Revolving Loan administration as a result of reduced loan disbursement requests and CONSULTANT's efficient use of CEI staff to execute some of the SRF work tasks while on the project site.

The supplemental services and associated additional manhours are in addition to the tasks and number of activities previously authorized and therefore are considered above and beyond the original scope of the Engineer of Record services which CONSULTANT is already under contract to provide.

II. SCOPE OF SERVICES

Supplemental Construction Engineer of Record and Engineering Inspection (CEI) Services:

The following supplemental services and work activities are included in this scope as a result of the on-going FDOT construction project and the Roadway Contractor's schedule, FDOT phasing, and necessary services as noted above to coordinate and assist Citrus County to execute the work requirements and utility installation activities as executed by Royal American Construction.

1. Attend additional monthly FDOT progress meetings to include an additional 32 meetings.
2. Prepare meeting minutes of all attended project meetings.
3. Attend FDOT weekly meetings to coordinate and report of CCUD activities. This task includes an additional 60 meetings.
4. As required by the SRF Loan with regard to observation/inspection of utility construction activities this task is to increase the allowable EOR manhours by 44 hours.
5. As required by the SRF Loan with regard to observation/inspection of utility construction activities this task is to increase the allowable Inspector manhours by 213 hours.
6. Provide and perform additional general consultation services to include design revisions, FDOT submittal and review processing, and schedule revisions as necessary for implementation of the utility project. Additional activities include but are not all inclusive to the following:
    a. Preparation of CAA#2 and CAA#3,
    b. Preparation of FDOT requested "Remaining Work Schedule"
    c. Preparation of Letter of needed Contractor resources
    d. Design adjustments and investigation for SR 44 FDOT lighting plan pole locations and adjustments.

Attachment: Change order request for PO 77365-Pigeon Ardurra (12769 : Suncoast Parkway II Change Order Request for P.O. 77365-3)

e. SR 44 existing utility adjustments to Ramps A & B
f. WM valve adjustments due to FDOT storm sewer location adjustments
g. Preparation of Notice of Non-Compliance #1 issued to Royal American Construction
h. Design revision to avoid Cardinal Street WM conflict with FGT gas transmission main
i. Investigate and coordinate with RAC for pipe materials change to HDD installations.
j. Preparation of additional memorandum for CCUD regarding RAC delays and non-activity.
k. Prepare Design revision and WM valve adjustment with profile sketch north of Grover Cleveland Boulevard to eliminate additional fittings as a cost savings.
l. Prepare material storage pipe condition letter to RAC.
m. Review and process contractor Delay claim #01.
n. Prepare additional memorandum and attend conferences with CCUD and RAC regarding contractor delays, material delivery issues and lack of project supervision by the contractor.
o. Preparation of design revision to adjust WM route around tree preservation area.
p. Research public records request and telephone damage claim due to RAC (BKW) damages to telephone company UG Cables.
q. Preparation and coordination of construction contract waiver to BOCC for RAC to utilize more than 50% of sub-contractor work force to execute the project work.
r. Preparation of design addition for adjust WM installation to new positions due to FDOT Cardinal St. Road F being construction prior to contractor installing the WM.
s. WM design adjustments at Road F to avoid WREC electric pole installations and FDOT addition of guardrail to the project.
t. Preparation of WM alignment adjustment sketch for Glen Street due to UG telephone utility.
u. Preparation of Change Notice #1 documentation and plan revisions to add the Glenridge Boulevard valve replacement and new pipe extension.
v. Preparation of AIS material storage acceptance letter for CCUD.
w. Coordination with FDOT and research with regard to DIP casing pressure test protocol and FDOT acceptance testing.

Construction Stage SRF Loan Administration Assistance Services:

Citrus County has obtained partial funding of this project with a State Revolving Loan Funding (SRF). CONSULTANT has been performing administration services for the project including, Davis-Bacon Wage Rates reviews and interviews, payroll reviews, Loan disbursement preparation and reviews for compliance with the requirements for use of American Iron and Steel. Administrative time and the number of Loan disbursements have been less than anticipated and CONSULTANT has been able to incorporate some of the field services for the SRF with the on-site project observations for the inspector. As such a reduction in the scope of services for the Milestone #2 Lump Sum amount can be realized.

III. PROFESSIONAL FEE AND AUTHORIZATION

This Change Order adjusts the contract amount as detailed on the Exhibit "A" Attachment Cost Breakdown. A summary of the breakdown of the fee adjustment for professional services is listed below.

Task No.	Description	Limiting Amount
Part A	Supplemental Construction Engineer of Record and Engineering Inspection (CEI) Services:	$ 50,412.50
Part B	SRF Loan Administration Assistance Services	Deduct of $ 7,975.00
	TOTAL PROFESSIONAL FEES	**$ 42,437.50**

Attachment: Change order request for PO 77365-Pigeon Ardurra (12769 : Suncoast Parkway II Change Order Request for P.O. 77365-3)

"EXHIBIT "A" ATTACHMENT"

PROJECT COST ANALYSIS/FEE QUOTATION WORKSHEET

PROJECT NAME: SUNCOAST PARKWAY II WATER INTERCONNECT AND FORCEMAIN EXTENSION
POST-DESIGN ENGINEEIRNG & INSPECTION SERVICES
COMPANY NAME: PIGEON-ARDURRA, LLC

	PROJECT ACTIVITY		Principal Engineer	Project Manager (registered)	Project Engineer (registered)	Senior Designer	SRF Loan Administrator	Sr. Inspection	Construciton Inspector / Field Technician	Clerical	ACTIVITY AMOUNT	Manhours	% of Project
	Task Name		$180.00	$150.00	$125.00	$100.00	$90.00	$75.00	$70.00	$45.00			
A	CONSTRUCTION ENGINEERING INSPECTION (CEI) SERVICES	0	0	30.5	203.5	0	61	0	213	0	$50,412.50	508	118.8%
B	STATE REVOLVING LOAN CONSTRUCITON STAGE ADMINISTRATION SERVICES	0	0	-8	-25	0	-4	0	-47	0	-$7,975.00	-84	-18.8%
0	0	0	0	0	0	0	0	0	0	0	$0.00	0	0.0%
0	0	0	0	0	0	0	0	0	0	0	$0.00	0	0.0%
0	0	0	0	0	0	0	0	0	0	0	$0.00	0	0.0%
0	0	0	0	0	0	0	0	0	0	0	$0.00	0	0.0%
0	0	0	0	0	0	0	0	0	0	0	$0.00	0	0.0%
0	0	0	0	0	0	0	0	0	0	0	$0.00	0	0.0%
0	0	0	0	0	0	0	0	0	0	0	$0.00	0	0.0%
0	0	0	0	0	0	0	0	0	0	0	$0.00	0	0.0%
											$0.00	0	0.0%
											$0.00	0	0.0%
	TOTAL	0	0	22.5	178.5	0	57	0	166	0	$42,437.50	424	100%

SUB-TOTAL LUMP SUM PROFESSIONAL LABOR **$42,437.50**

SUBCONTRACTED SERVICES

(A)	$	-
(B)	$	-
(C)	$	-
(D)	$	-
Sub-Total Add-On's	$	-

TOTAL BASE TASK AUTHORIZATION FEE AMOUNT ..... $ 42,437.50

By: CHUCK A. PIGEON, P.E.
Vice-President
Date: March 10, 2021

Pigeon-Ardurra, LLC
ENGINEERS - PLANNER - SURVEYORS MAPPERS

Attachment: Change order request for PO 77365-Pigeon Ardurra (12769 : Suncoast Parkway II Change Order Request for P.O. 77365-3)

BOARD OF COUNTY COMMISSIONERS
CITRUS COUNTY, FLORIDA

Sales Tax Exemption # 19-07-011249-53C

PURCHASE ORDER NO. 77365-3

VENDOR
19565 FAX: 352-861-7709
PIGEON-ROBERTS & ASSOC LLC
925 SE 17TH STREET STE A
OCALA FL 34471

SHIP TO
WATER RESOURCES
3600 W SOVEREIGN PATH, STE 291
LECANTO, FL 34461
352-527-7646
ATTN:

ORDER DATE: 06/16/16	BUYER: TERRI KEENE	REQ. NO.: 46087	REQ. DATE:
TERMS: NET 30 DAYS	F.O.B.:	COM.: AOK-AS	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			********** BILL TO: CITRUS COUNTY UTILITY OPERATIONS 110 N APOPKA AVE, INVERNESS, FL 34450 OR acctspayable@clerk.citrus.fl.us **********		
01	1.00		PER RFQ 046-15 - PROFESSIONAL SERVICES FOR SUNCOAST PARKWAY II WATER MAIN EXTENSION U2016-01 BOCC APPROVED 4/12/16	585035.0000	585,035.00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE
01	9000 53100	585,035.00	

PAGE TOTAL $	585,035.00
TOTAL $	585,035.00

IMPORTANT PLEASE NOTE — **THE PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES, PACKING SLIPS, SHIPPING PAPERS AND ON ALL CORRESPONDENCE**

SHIPPING INFORMATION ALL DELIVERIES MUST BE MADE BETWEEN 8:00 A.M. & 4:30 P.M.

We will make payment ONLY to the company to which this orde is issued unless we have authorization, in writing, to do otherwise.

Subject to Terms and Conditions on reverse

APPROVED BY Finance Department

DIRECTOR OF PURCHASING

Attachment: Change order request for PO 77365-Pigeon Ardurra (12769 : Suncoast Parkway II Change Order Request for P.O. 77365-3)

AGENDA MEMORANDUM

FROM:	Mariselle Rodriguez, Community Services Director
SUBJECT:	Citrus County Septic Upgrade Incentive Project
AGENDA DATE:	**May 11, 2021**

BRIEF OVERVIEW:

Citrus County has been awarded $579,310.43 from the State of Florida Department of Environmental Protection. This incentive program will offset a portion of homeowner costs by providing up to $7,000 to certified septic system installers and licensed plumbers after the installation of enhanced nitrogen-reducing features, to existing septic systems located in targeted areas within Citrus County.

This program is to encourage homeowners to voluntarily remediate existing conventional Onsite Sewage Treatment and Disposal Systems to include nitrogen reducing enhancements.

This grant award also includes the hiring of a new position, office equipment purchases and set up.

This funding is a one-year grant project which is part of a multi-year improvement plan, which may be amended for an additional year.

BUDGET IMPACT/FUNDING SOURCE:

NO IMPACT TO COUNTY BUDGET

RECOMMENDED ACTION:

Adopt and authorize the Chairman to execute the Standard Grant Agreement and Resolution authorizing signature for the Septic Upgrade Incentive Project application, certifications, renewal agreement and amendments to the agreement, as required to receive funding from the State of Florida Department of Environmental Protection.

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): **Citrus County Septic Upgrade Incentive Project**

Agreement Number: **LPF0901**

2. Parties: **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **Citrus County, Florida** Entity Type: **Local Government**

Grantee Address: **3600 West Sovereign Path, Lecanto, Florida 34461** FEID: **59-6000548** (Grantee)

3. Agreement Begin Date: **Upon Execution**

Date of Expiration: **September 30, 2022**

4. Project Number: *(If different from Agreement Number)*

Project Location(s): **Lat/Long (28.885, -82.519)**

Project Description: **The Grantee will develop a Septic Upgrade Incentive Program to encourage homeowners to voluntarily remediate existing conventional Onsite Sewage Treatment and Disposal Systems to include nitrogen-reducing enhancements.**

5. Total Amount of Funding: **$579,310.43**

Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
☑ State ☐ Federal	**TMDL, GAA LI 1661, FY 20-21, LATF**	**$579,310.43**
☐ State ☐ Federal		
☐ Grantee Match		
	Total Amount of Funding + Grantee Match, if any:	**$579,310.43**

6. Department's Grant Manager

Name: **Sarah Louissaint** or successor

Address: **3900 Commonwealth Boulevard, Douglas Building, MS 3602, Tallahassee, FL 32399-3000**

Phone: **850-245-2815**

Email: **Sarah.Louissaint@FloridaDEP.gov**

Grantee's Grant Manager

Name: **Michelle Alford** or successor

Address: **2804 W. Marc Knighton Court #12, Lecanto, FL 34461**

Phone: **352-527-7520**

Email: **Michelle.Alford@citrusbocc.com**

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 §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 for Grants
- ☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
- ☐ Additional Exhibits (if necessary):

Attachment: LPF0901 Grant Agreement 2 (12793 : Citrus County Septic Upgrade Incentive Project)

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 above or the last date signed below, whichever is later.

Citrus County, Florida **GRANTEE**

Grantee Name

By _____ _____

(*Authorized Signature*) Date Signed

Scott Carnahan, Chairman of Citrus County Board of County Commissioners

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection **DEPARTMENT**

By _____ _____

Secretary or Designee Date Signed

Trina Vielhauer, Director of Water Restoration Assistance

Print Name and Title of Person Signing

☑ Additional signatures attached on separate page.

Attachment: LPF0901 Grant Agreement 2 (12793 : Citrus County Septic Upgrade Incentive Project)

DWRA Additional Signatures

_____

Sarah Louissaint, DEP Grant Manager

_____

Sandra Waters, DEP QC Reviewer

Attachment: LPF0901 Grant Agreement 2 (12793 : Citrus County Septic Upgrade Incentive Project)

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.

Attachment: LPF0901 Grant Agreement 2 (12793 : Citrus County Septic Upgrade Incentive Project)

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. 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.

Attachment: LPF0901 Grant Agreement 2 (12793 : Citrus County Septic Upgrade Incentive Project)

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/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.

e. 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.

f. 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.

g. 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.

h. 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.

i. 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: www.myfloridacfo.com/Division/AA/Vendors/default.htm.

j. 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.

Attachment: LPF0901 Grant Agreement 2 (12793 : Citrus County Septic Upgrade Incentive Project)

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 $1,000 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 $1,000 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

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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

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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

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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.

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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 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory 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. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory 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. 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

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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.

25. 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.

26. 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/).

27. 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 §200.330 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

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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.

28. 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.

29. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

30. 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

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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.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

Attachment: LPF0901 Grant Agreement 2 (12793 : Citrus County Septic Upgrade Incentive Project)

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. LPF0901

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 Citrus County Septic Upgrade Incentive Program. 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 on March 1, 2021 and ends at the expiration of the Agreement.
b. Extensions. There are 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 as indicated in Attachment 3.
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, for actual costs not to exceed the budget amount identified in Attachment 3.
☐	☐	b. Indirect Costs, N/A.
☒	☐	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

Attachment: LPF0901 Grant Agreement 2 (12793 : Citrus County Septic Upgrade Incentive Project)

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.
No retainage is required under this 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. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. 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. Additional Terms.
None.

Attachment: LPF0901 Grant Agreement 2 (12793 : Citrus County Septic Upgrade Incentive Project)

ATTACHMENT 3
GRANT WORK PLAN

PROJECT TITLE: Citrus County Septic Upgrade Incentive Program

PROJECT LOCATION: The Project will be located in Citrus County, Florida; Lat/Long (28.885, -82.519).

PROJECT BACKGROUND: Pursuant to the Florida Springs and Aquifer Protection Act (2016) and resulting Basin Management Action Plans (BMAPs) Citrus County (Grantee) has/will complete a Wastewater Feasibility Analysis to determine when central sewer is the appropriate solution, and where connecting to central sewer is not indicated, will determine a solution to reduce nutrients to the springshed areas.

PROJECT DESCRIPTION: Based on the results of the Wastewater Feasibility Analysis performed by Citrus County, the Grantee will develop a Septic Upgrade Incentive Program to encourage homeowners to voluntarily remediate existing conventional Onsite Sewage Treatment and Disposal Systems (OSTDS) to include nitrogen-reducing enhancements. Where the Feasibility Analysis does not indicate connection to sewer, the incentive program will offset a portion of homeowner costs by providing certified septic system installers and licensed plumbers with up to $7,000 after the installation of enhanced nitrogen-reducing features to existing septic systems located in targeted areas within Citrus County that are pre-approved by the Department.

This project includes funding for Grant Administration staff.

TASKS:

All documentation should be submitted electronically unless otherwise indicated.

Task 1: Septic Upgrade Incentives

Deliverables: The Grantee will provide incentive payments to eligible recipients of up to $7,000 per installation to encourage homeowners to voluntarily remediate existing conventional Onsite Sewage Treatment and Disposal Systems (OSTDS) to include nitrogen reducing enhancements within parts of the county approved by the Department.

Documentation: The Grantee will submit: 1) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; 2) a list of addresses and type of septic upgrade completed and 3) copies of invoices for the upgrades by a registered septic installer or licensed plumber.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by The Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 2: Grant Administration

Deliverables: The Grantee will provide grant administration services related to Task 1, to include review of documents and forms, budget oversight, preparation and submittal of quarterly progress reports,

Attachment: LPF0901 Grant Agreement 2 (12793 : Citrus County Septic Upgrade Incentive Project)

processing of payment requests and related documentation, and overall project coordination and supervision.

Documentation: The Grantee will submit a summary of activities for the current payment period. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to all tasks.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL:

The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Septic Upgrade Incentives	Contractual Services	$525,000.00	03/01/2021	3/31/2022
2	Grant Administration	Salary	$36,377.60	03/01/2021	3/31/2022
		Fringe	$12,932.83		
		Miscellaneous/ Other Expenses	$5,000.00		
		Total:	$579,310.43		

Miscellaneous/ Other Expenses to cover computers and software, phones, desks, copier, scanner, wiring and connections.

SALARY AND FRINGE BENEFITS BY TASK:

Fringe rates are not shown in the below table, which reflects "actual costs" which is the combined total of salary and fringe benefits.

Cost reimbursable funding or match hourly rate(s) by position may not exceed those indicated below. Fringe benefits will be reimbursed based on actual costs, with the total not to exceed the budgeted amounts shown in the Budget Detail by Task table.

Task No.	Position Title	Hourly Rate	Annual Rate
2	Senior Program Assistant	$22.22	$45,110.00
	Rehabilitation Specialist/Inspector	$17.14	$4,200.00

Attachment: LPF0901 Grant Agreement 2 (12793 : Citrus County Septic Upgrade Incentive Project)

Note: Upon submission of each payment request, the Grantee certifies that the hours and rates submitted are accurate and allowable costs for the grant agreement. Upon request by the Department's Grant Manager, additional documentation of hours worked will be provided.

Attachment: LPF0901 Grant Agreement 2 (12793 : Citrus County Septic Upgrade Incentive Project)

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

Attachment: LPF0901 Grant Agreement 2 (12793 : Citrus County Septic Upgrade Incentive Project)

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 mist 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 **www.cfda.gov**

Attachment: LPF0901 Grant Agreement 2 (12793 : Citrus County Septic Upgrade Incentive Project)

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:

Attachment: LPF0901 Grant Agreement 2 (12793 : Citrus County Septic Upgrade Incentive Project)

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.

Attachment: LPF0901 Grant Agreement 2 (12793 : Citrus County Septic Upgrade Incentive Project)

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.

Attachment: LPF0901 Grant Agreement 2 (12793 : Citrus County Septic Upgrade Incentive Project)

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	Florida Department of Environmental Protection	2020-2021	37.039	Statewide Surface Water Restoration and Wastewater Projects	$579,310.43	088964
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$579,310.43	

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.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] 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.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit A
Progress Report Form

DEP Agreement No.:	LPF0901
Project Title:	Citrus County Septic Upgrade Incentive Program
Grantee Name:	Citrus County, Florida
Grantee's Grant Manager:	Michelle Alford
Reporting Period:	**Choose an item. Choose an item.**

Provide the following information for all tasks identified in the Grant Work Plan:
Summarize the work completed within each task for the reporting period. Provide an update on the estimated completion date for each task and an explanation for any anticipated delays or problems encountered. Add or remove task sections and use as many pages as necessary to cover all tasks. Use the format provided below.

Task 1: Septic Upgrade Incentives

- **Progress for this reporting period:**
- **Identify any delays or problems encountered:**

Task 2: Grant Administration

- **Progress for this reporting period:**
- **Identify any delays or problems encountered:**

Indicate the completion status for the following tasks (if included in the Grant Work Plan):

- Design (Plans/Submittal): 30% ☐, 60% ☐, 90% ☐, 100% ☐
- Permitting (Completed): Yes ☐, No ☐
- Construction (Estimated): _____ %

This report is submitted in accordance with the reporting requirements of the above DEP Agreement number and accurately reflects the activities associated with the project.

_____ _____
Signature of Grantee's Grant Manager Date

Attachment: LPF0901 Grant Agreement 2 (12793 : Citrus County Septic Upgrade Incentive Project)

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit C
Payment Request Summary Form

The **Payment Request Summary Form** for this grant can be found on our website at this link:

https://floridadep.gov/wra/wra/documents/payment-request-summary-form

Please use the most current form found on the website, linked above, for each payment request.

Attachment: LPF0901 Grant Agreement 2 (12793 : Citrus County Septic Upgrade Incentive Project)

Citrus County, Florida
Citrus County Septic Upgrade Incentive Program

Job Title: **Senior Program Assistant**
Job Code: **2133**
Salary: **$15.47 - $21.52 Hourly**
Division/Dept: **Housing Services/Community Services**
Reports To: **Housing Services Director**

General Description
Assist in the coordination of Housing Services Program and determine eligibility of applicants for the Florida Department of Environmental Protection (FDEP) Septic Tank Upgrade Incentive Program, by providing and reviewing client/contractor applications and assisting these clients through the application process.

Essential Functions
- Review and process all program related documents, client files and applications for eligibility
- Review septic tank inspection reports, contractor eligibility and coordinate efforts for septic tank upgrades/replacements with inspector/rehabilitation specialists
- Prepare reimbursement request for submittal to FDEP, as well as, agenda requests, contracts and budget documents
- Make presentations and promote program at staff meetings, local associations, as well as, for the general public including press releases
- Perform routine program tasks such as filing, faxing, preparing correspondence
- Assist collaborating county departments with information pertaining to this program such as Department of Water Resources and Office of Environmental Health and others as needed.
- Perform related work as required

Minimum Requirements
Education, Training, and Experience:
Requires high school diploma or GED, and formal training, special courses or self-education that is equivalent to satisfactory completion of one year of college education or specialized advanced training.
May be required to travel local or overnight for training purposes.

Certificates, Licenses, Registrations, Skills:
Requires valid Florida Driver License. Proficient use of Microsoft Office Suite of Products and knowledge and experience with Excel functions and detailed spreadsheets. Must have or be able to obtain within 90 days certification in FEMA National Incident Management System (NIMS) courses 100C and 700B.

Physical Requirements/Work Environment:
Requires sedentary work that involves walking or standing some of the time and involves sustained keyboard operations. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Attachment: 2133 Senior Program Asst. Job Description 12.17.20 (12793 : Citrus County Septic Upgrade Incentive Project)

RESOLUTION NO. 2021-____

A RESOLUTION AUTHORIZING EXECUTION OF A CONTRACT FOR THE FUNDING OF THE SEPTIC UPGRADE INCENTIVE PROJECT WITH THE STATE OF FLORIDA DEPARTMENT OF ENVIROMENTAL PROTECTION, AND EXECUTION OF GRANT AGREEMENT AND RELATED DOCUMENTS.

WHEREAS, the Citrus County Board of County Commissioners, is the governing board of Citrus County Florida (Citrus County), a unit of general purpose government duly authorized to conduct business under Florida Statute 125; and

WHEREAS, the Board has determined that it is in the best interest of the population, which it serves, to enter into a contract with the State of Florida Department of Environmental Protection, for financial assistance under the Septic Upgrade Incentive Project; and

WHEREAS, Citrus County staff has read or reviewed or will read and review the application and the related model contract and is familiar with the matters contained in them, and that the Board is able to represent that the contractual duties that are to be undertaken are within their scope, purpose and capacity; and

WHEREAS, Citrus County employs, or will employ, a sufficient number of staff who are qualified by education and experience to fully and faithfully execute all the duties and responsibilities assumed by the Governing Board in relation to the program for which financial assistance is being sought;

NOW THEREFORE BE IT RESOLVED, by the Citrus County Board of County Commissioners that:

The Chairman or the 1st Vice Chairman, respectively, of the Citrus County Board of County Commissioners, are authorized to sign the Septic Upgrade Incentive Project application, certifications, renewal agreement and amendments to the agreement as required to receive funding from the State of Florida Department of Environmental Protection, so long as such documents are reviewed by the County Attorney's Office prior to signature.

THIS RESOLUTION was duly adopted and recorded in the minutes this 11th day of May 2021.

BOARD OF COUNTY COMMISSIONERS
OF CITRUS COUNTY, FLORIDA

_____
Scott Carnahan, Chairman

Attested:

_____
Angela Vick, Clerk

APPROVED AS TO FORM FOR THE
RELIANCE OF CITRUS COUNTY ONLY

_____
Denise A. Dymond Lyn
COUNTY ATTORNEY

Attachment: Septic Resolution 5.11.21 (12793 : Citrus County Septic Upgrade Incentive Project)

AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	FTA Electronic Clearing House Operation (ECHO) System
AGENDA DATE:	**May 11, 2021**

BRIEF OVERVIEW:

In order to draw down the Federal Transportation Administration Sections 5307 and 5339 funding reported in the FTA Transit Award System (TRAMS), it is necessary to update the existing authorized web users in the Federal Transit Administration Electronic Clearing House Operation (ECHO) System.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
					$0

No Budget Impact

RECOMMENDED ACTION:

Approve and authorize the Chairman to sign the Federal Transportation Administration Electronic Clearing House Operation (ECHO) Web Authorization & Certification form, User Access Forms, and the Web User Change/Modify Form.

Board of County Commissioners
Executive Office
110 N. Apopka Ave., New Courthouse, Inverness, Florida 34450
(352) 341-6560 • Toll Free From Citrus Springs/Dunnellon • (352) 489-2120
Fax (352) 341-6584 • Website: www.citrusbocc.com

Our Vision
"We are a user-friendly and common sense organization dedicated to responsive citizen services."

ECHO-Web Authorization & Certification *Version 2015.1*

SECTION I: CERTIFICATION OF AUTHORIZING OFFICIAL

	May 11, 2021
Signature of Authorizing Official	Date

This is to certify that the above is the signature of:

Scott Carnahan	Citrus County Board of County Commissioners, Chairman
Printed Authorizing Official Name	Authorizing Official Title

69084203
ECHO Control Number (ECN)

The Authorizing Official is duly authorized to approve payment requests and authorize user access to the ECHO-Web system on the behalf of:

Citrus County, Florida
Name of Recipient Organization

SECTION II: AUTHORIZATION OF USER ACCESS

The Authorizing Official listed above authorizes the following individuals to access ECHO-Web on behalf of the recipient organization:

Sharon R. Watkins is authorized for **Inquiry/View Only Access.**

Todd J. Tuzzolino is authorized for **Request Payment Access.**

Erin L. Kluis Briggs is authorized for **Request Payment Access.**

Scott Carnahan, Chairman, Commissioner, District 4; Ronald E. Kitchen Jr., 1st Vice Chairman, Commissioner, District 2; Ruthie Davis Schlabach, 2nd Vice Chairwoman, Commissioner, District 3; Jeff Kinnard, D.C., Commissioner, District 1; Holly L. Davis, Commissioner, District 5

Attachment: ECHO Authorization 5-11-21 Meeting (12813 : FTA Electronic Clearing House Operation (ECHO) System)

ECHO-WEB USER ACCESS FORM

Version 2015.6

I. USER INFORMATION (GRANTEE/INTERNAL USER COMPLETE)

Sharon | R | Watkins
First Name | MI | Last Name

Citrus County, Florida
Organization Name

sharon.watkins@citrusbocc.com
Email Address

352-527-5208 | _____
Office Phone Number | Fax Number

3600 W Sovereign Path
Address

Suite 266
Address (2)

Lecanto | FL | 34461
City | State | Zip Code

II. ACCESS TYPE (GRANTEE/INTERNAL USER COMPLETE)

- [x] **Inquiry/View Only** – User can query payment information and generate reports, but cannot make payment requests.
- [ ] **Request Payment** - User is authorized to make payment requests, query information and generate reports.
- [ ] **Help Desk Administrator** – *(Internal Use Only)* User can can create/modify accounts, query information and generate reports.
- [ ] **TBP User** – *(Internal Use Only)* User can query payment requests and help desk information.
- [ ] **LSM User** – User can query payment requests and help desk information.
- [ ] **System Administrator** - Please enter role and/or justification:

_____

III. AUTHORIZING OFFICIAL COMPLETE

Scott Carnahan
Authorizing Official Name

Citrus County Board of County Commissioners, Chairman | 352-341-6560
Title | Office Phone Number

scott.carnahan@citrusbocc.com
Email Address

_____ | 05/11/2021
Authorizing Official (signature) | Date Signed

IV. FTA PROJECT MANAGER AND OFFICE OF FINANCIAL SYSTEMS (TBP-40) COMPLETE

_____ | _____
FTA Regional Officer (signature) | Date Signed

_____ | _____
ECHO-Web System Administrator (signature) | Date Signed

ECN Number: _____

User Name: _____

Suspend Use: _____

Comments: _____

V. SYSTEM RULES OF CONDUCT (GRANTEE/INTERNAL USER COMPLETE)

I understand that the ECHO-Web system is an official U.S. Federal Government web-based application, and that my signature below expressly gives assurance that I will comply with all U.S. Federal Government and Department of Transportation (DOT) regulations, policies, and procedures governing the protection, handling, processing, transmission, distribution, and destruction of sensitive, unclassified information utilized by the ECHO-Web system.

I understand that the Department of Transportation monitors the ECHO-Web site to ensure that all users comply with U.S. Federal Government information system security guidelines for the protection of the Federal computer resources. I also understand that by using ECHO-Web, I expressly consent to such monitoring activities. I understand that I must not knowingly introduce malicious code into the ECHO-Web system or the network in which it resides. I understand that doing so may subject me to criminal prosecution under the Computer Fraud and Abuse Act of 1984, as amended codified at section 1030 of Title 18 of the United States Code, or other applicable criminal laws.

I understand that attempts to defeat or circumvent the ECHO-Web system or the network in which it resides; use for other than the intended purposes for which I have been granted access rights; deny service to authorized users; obtain, alter, damage, or destroy information; or otherwise interfere with the ECHO-Web system or its operation is prohibited. I also understand that evidence of such acts will be disclosed to law enforcement authorities and may result in criminal prosecution under the Computer Fraud and Abuse Act of 1984, as amended codified at section 1030 of Title 18 of the United States Code, or other applicable criminal laws.

I understand that I am required to protect all initial passwords issued to me, and those later created for me for the purpose of accessing the ECHO-Web system. I understand that the sharing and disclosure of passwords or the use of another user's identification code (ID) is prohibited. I also understand that I am required to change my password whenever prompted by the system, and whenever I suspect that my password may have been compromised. In addition, I understand that I am prohibited from embedding my password in log-on scripts. That is, I must respond "no" when asked by the system whether I wish to save my password in the login screen.

I understand that I am required to immediately report all security incidents to the Federal Transit Administration, including any breach of appropriate system use by another ECHO-Web user or discovery of computer viruses or errors in the ECHO-Web system.

I understand that I am required to immediately notify the Federal Transit Administration when I no longer require access to the ECHO-Web system. I understand that failure to comply with any of the above security requirements could result in loss of system privileges and/or criminal penalties under law.

Sharon R Watkins | Sharon R. Watkins | 4/20/2021
Signature | Print Name | Date

ECHO-Web Version 2.0. All other versions of this form are obsolete.

Attachment: ECHO Authorization 5-11-21 Meeting (12813 : FTA Electronic Clearing House Operation (ECHO) System)

ECHO-WEB USER ACCESS FORM

Version 2015.6

I. USER INFORMATION (GRANTEE/INTERNAL USER COMPLETE)

Todd | J | Tuzzolino
First Name | MI | Last Name

Citrus County, Florida
Organization Name

todd.tuzzolino@citrusbocc.com
Email Address

352-527-5218 | _____
Office Phone Number | Fax Number

3600 W Sovereign Path
Address

Suite 266
Address (2)

Lecanto | FL | 34461
City | State | Zip Code

II. ACCESS TYPE (GRANTEE/INTERNAL USER COMPLETE)

☐ **Inquiry/View Only** – User can query payment information and generate reports, but cannot make payment requests.

☑ **Request Payment** - User is authorized to make payment requests, query information and generate reports.

☐ **Help Desk Administrator** – *(Internal Use Only)* User can can create/modify accounts, query information and generate reports.

☐ **TBP User** – *(Internal Use Only)* User can query payment requests and help desk information.

☐ **LSM User** – User can query payment requests and help desk information.

☐ **System Administrator** - Please enter role and/or justification:

_____

III. AUTHORIZING OFFICIAL COMPLETE

Scott Carnahan
Authorizing Official Name

Citrus County Board of County Commissioners, Chairman | 352-341-6560
Title | Office Phone Number

scott.carnahan@citrusbocc.com
Email Address

_____ | 05/11/2021
Authorizing Official (signature) | Date Signed

IV. FTA PROJECT MANAGER AND OFFICE OF FINANCIAL SYSTEMS (TBP-40) COMPLETE

_____ | _____
FTA Regional Officer (signature) | Date Signed

_____ | _____
ECHO-Web System Administrator (signature) | Date Signed

ECN Number: _____

User Name: _____

Suspend Use: _____

Comments: _____

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Todd J Tuzzolino | Todd J. Tuzzolino | 4/20/2021
Signature | Print Name | Date

ECHO-Web Version 2.0. All other versions of this form are obsolete.

Attachment: ECHO Authorization 5-11-21 Meeting (12813 : FTA Electronic Clearing House Operation (ECHO) System)

ECHO-WEB USER ACCESS FORM

Version 2015.6

I. USER INFORMATION (GRANTEE/INTERNAL USER COMPLETE)

Erin | L | Kluis Briggs
First Name | M I | Last Name

Citrus County, Florida
Organization Name

erin.kluis@citrusbocc.com
Email Address

352-527-7639
Office Phone Number | Fax Number

3600 W Sovereign Path
Address

Suite 266
Address (2)

Lecanto | FL | 34461
City | State | Zip Code

II. ACCESS TYPE (GRANTEE/INTERNAL USER COMPLETE)

- ☐ **Inquiry/View Only** – User can query payment information and generate reports, but cannot make payment requests.
- ☑ **Request Payment** - User is authorized to make payment requests, query information and generate reports.
- ☐ **Help Desk Administrator** – *(Internal Use Only)* User can can create/modify accounts, query information and generate reports.
- ☐ **TBP User** – *(Internal Use Only)* User can query payment requests and help desk information.
- ☐ **LSM User** – User can query payment requests and help desk information.
- ☐ **System Administrator** - Please enter role and/or justification:

III. AUTHORIZING OFFICIAL COMPLETE

Scott Carnahan
Authorizing Official Name

Citrus County Board of County Commissioners, Chairman | 352-341-6560
Title | Office Phone Number

scott.carnahan@citrusbocc.com
Email Address

Authorizing Official (signature) | 05/11/2021 Date Signed

IV. FTA PROJECT MANAGER AND OFFICE OF FINANCIAL SYSTEMS (TBP-40) COMPLETE

FTA Regional Officer (signature) | Date Signed

ECHO-Web System Administrator (signature) | Date Signed

ECN Number:

User Name:

Suspend Use:

Comments:

V. SYSTEM RULES OF CONDUCT (GRANTEE/INTERNAL USER COMPLETE)

I understand that the ECHO-Web system is an official U.S. Federal Government web-based application, and that my signature below expressly gives assurance that I will comply with all U.S. Federal Government and Department of Transportation (DOT) regulations, policies, and procedures governing the protection, handling, processing, transmission, distribution, and destruction of sensitive, unclassified information utilized by the ECHO-Web system.

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I understand that I am required to immediately notify the Federal Transit Administration when I no longer require access to the ECHO-Web system. I understand that failure to comply with any of the above security requirements could result in loss of system privileges and/or criminal penalties under law.

Erin L Kluis Briggs
Signature | Erin L. Kluis Briggs Print Name | 4/20/2021 Date

ECHO-Web Version 2.0. All other versions of this form are obsolete.

Attachment: ECHO Authorization 5-11-21 Meeting (12813 : FTA Electronic Clearing House Operation (ECHO) System)

ECHO-WEB USER CHANGE/MODIFY FORM

Version 2015.1

Use this form to:

- Change or modify users who currently have access to ECHO-Web
- Add new users to the system (submit this form along with a User Access Request form and a Rules of Conduct form for each new user)
- Delete existing users from the system
- Modify the Authorizing Official for your account (new Authorizing Official should sign this form where designated; submit along with a new Authorization and Certification form).

Note that all organizations are limited to a total of three users (one with Inquiry/View Only Access, two with Request Payment Access).

Organization Name: Citrus County, Florida Authorizing Official Name: Scott Carnahan Authorizing Official Signature: _____	ECN: 69084203	
User Names to Remove	**User Names to Add**	**Access Type**
Name: Lon Frye	Name: Erin L. Kluis Briggs	☐ Inquiry/View Only Access ☑ Request Payment Access
Name: Linda Moore	Name: Todd J. Tuzzolino	☐ Inquiry/View Only Access ☑ Request Payment Access
Name: Joanne Granger	Name: Sharon R. Watkins	☑ Inquiry/View Only Access ☐ Request Payment Access
Authorizing Official Name to Remove	**Authorizing Official Name to Add**	**Access Type**
Name: Ronald E Kitchen, Jr	Name: Scott Carnahan	☐ Inquiry/View Only Access ☐ Request Payment Access

***Note**: All forms must be submitted through your FTA Project manager; please do not forward forms directly to the FTA Help Desk.*

Attachment: ECHO Authorization 5-11-21 Meeting (12813 : FTA Electronic Clearing House Operation (ECHO) System)

AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	Property Renewal - June 1, 2021 to May 31, 2022
AGENDA DATE:	**May 11, 2021**

BRIEF OVERVIEW:

Risk Management negotiates the purchase of the County's Commercial Property and Equipment Breakdown Insurance on an annual basis with a renewal date of June 1st of each year. This year's premium expenditure totals $1,043,398, which represents an overall increase in premium of 9.10% due to this past years catastrophic events in Florida, increased overall exposure and increasing costs to repair existing construction. Our Broker forecast the premium at between 15% to 20%.

We have worked diligently this year to clean up our property schedule and simplify it to bring our costs down. We have diversified our policies by updating our coverage for those assets that are below our deductibles in order for us to recoup losses where we may not have been able to in prior years.

Please note- the backup will be provided under separate cover.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
8100-54500	Insurance	1,562,000	1,163,816	0	398,184
3440-54500	Insurance	3,000	1,100	0	1,900
5212-54500	Insurance	10,000	4,975	0	5,025
9000-54500	Insurance	200,000	159,199	0	40,801

Four (4) months of the premium of $347,799 will be allocated to various departments in FY 21/22 and the remaining eight (8) months of the premium of $1,042,599 will be allocated to various departments in FY 21/22.

RECOMMENDED ACTION:

a. Approve and authorize the annual renewal and payment of the County's Commercial Property and Equipment Breakdown insurance through Public Risk Insurance Advisors, with a renewal date to begin June 1, 2021.

b. Approve and authorize the Chairman to execute all documents relating to the County's insurance renewal to include the Premium Recapitulation proposal between Citrus County, Florida, a political subdivision of the State of Florida and Public Risk Insurance Advisors, in the total premium amount of $1,043,398.

AGENDA MEMORANDUM

FROM:	Ken Cheek, Director, Water Resources Department
SUBJECT:	Citrus County Sewer Connection Incentive Program
AGENDA DATE:	**May 11, 2021**

BRIEF OVERVIEW:

The Florida Department of Environmental Protection and Citrus County are proposing to enter into agreement LPF0902 for the Citrus County Sewer Connection Incentive Program. The purpose of the program is to provide funding assistance to property owners for the onsite plumbing expenses and connection fees associated with wastewater connections. Funding up to $4,000 per connection will be available to property owners within the two communities of Garcia Point and Montezuma Waters once construction of the wastewater collection systems have been completed.

This program is eligible for projects on a yearly basis and is only available to projects that are constructed in the year that funding has been requested. It is the intent of the Department of Water Resources to apply for connection fee assistance for future years on a project to project basis. The amount of grant funds per property will be specific to each year's grant availability and may be subject to change year to year.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
					$0

No Budgetary Impact – no match requirement

RECOMMENDED ACTION:

Approve and authorize the Chairman to execute the funding agreement between Citrus County and the Florida Department of Environmental Protection for the Citrus County Sewer Connection Incentive Program (Agreement LPF0902).

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): **Citrus County Sewer Connection Incentive Program**

Agreement Number: **LPF0902**

2. Parties: **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **Citrus County , Florida**

Entity Type: **Local Government**

Grantee Address: **3600 West Sovereign Path, Lecanto, Florida 34461**

FEID: **59-6000548** (Grantee)

3. Agreement Begin Date: **Upon Execution**

Date of Expiration: **September 30, 2023**

4. Project Number: *(If different from Agreement Number)*

Project Location(s): **Lat/Long (29.011, -82.462)**

Project Description: **The Grantee will develop a Sewer Connection Incentive Program to connect up to 167 septic tanks to central sewer.**

5. Total Amount of Funding: **$703,000.00**

Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
☑ State ☐ Federal	**TMDL, GAA LI 1661, FY 20-21, LATF**	**$703,000.00**
☐ State ☐ Federal		
☐ Grantee Match		
	Total Amount of Funding + Grantee Match, if any:	**$703,000.00**

6. Department's Grant Manager

Name: **Sarah Louissaint** or successor

Address: **3900 Commonwealth Boulevard, Douglas Building, MS 3602, Tallahassee, FL 32399-3000**

Phone: **850-245-2815**

Email: **Sarah.Louissaint@FloridaDEP.gov**

Grantee's Grant Manager

Name: **Christina Malmberg** or successor

Address: **3600 West Sovereign Path, Lecanto, Florida 34461**

Phone: **352-527-7616**

Email: **Christina.malmberg@citrusbocc.com**

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 §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 for Grants
- ☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
- ☐ Additional Exhibits (if necessary):

Attachment: LPF0902 Grant Agreement (002) (12787 : Citrus County Sewer Connection Incentive Program)

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 above or the last date signed below, whichever is later.

Citrus County , Florida **GRANTEE**

Grantee Name

By _____ _____

(Authorized Signature) Date Signed

Scott E. Carnahan, Chairman of Citrus County BoCC

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection **DEPARTMENT**

By _____ _____

Secretary or Designee Date Signed

Trina Vielhauer, Director of Water Restoration Assistance

Print Name and Title of Person Signing

☑ Additional signatures attached on separate page.

Attachment: LPF0902 Grant Agreement (002) (12787 : Citrus County Sewer Connection Incentive Program)

DWRA Additional Signatures

_____

Sarah Louissaint, DEP Grant Manager

_____

Sandra Waters, DEP QC Reviewer

Attachment: LPF0902 Grant Agreement (002) (12787 : Citrus County Sewer Connection Incentive Program)

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.

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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. 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.

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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/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.

e. 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.

f. 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.

g. 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.

h. 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.

i. 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: www.myfloridacfo.com/Division/AA/Vendors/default.htm.

j. 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.

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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 $1,000 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 $1,000 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

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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

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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

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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.

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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 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory 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. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory 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. 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

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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.

25. 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.

26. 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/).

27. 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 §200.330 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

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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.

28. 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.

29. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

30. 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

Attachment: LPF0902 Grant Agreement (002) (12787 : Citrus County Sewer Connection Incentive Program)

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.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

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STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. LPF0902

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 Citrus County Sewer Connection Incentive Program. 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 on March 1, 2021 and ends at the expiration of the Agreement.
b. Extensions. There are 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 as indicated in Attachment 3.
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, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	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

Attachment: LPF0902 Grant Agreement (002) (12787 : Citrus County Sewer Connection Incentive Program)

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.
No retainage is required under this 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. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. 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. Additional Terms.
None.

Attachment: LPF0902 Grant Agreement (002) (12787 : Citrus County Sewer Connection Incentive Program)

ATTACHMENT 3
GRANT WORK PLAN

PROJECT TITLE: Citrus County Sewer Connection Incentive Program

PROJECT LOCATION: The Project is located in Citrus County; Lat/Long (29.011, -82.462).

PROJECT BACKGROUND: Pursuant to the Florida Springs and Aquifer Protection Act (2016) and resulting Basin Management Action Plans (BMAPs) Citrus County (Grantee) has/will complete a Wastewater Feasibility Analysis to determine when central sewer is the appropriate solution, and where connecting to central sewer is not indicated, will determine a solution to reduce nutrients to the springshed areas.

PROJECT DESCRIPTION: Based on the results of the Wastewater Feasibility Analysis performed by Citrus County, the Grantee will develop a Sewer Connection Incentive Program to connect up to 176 septic tanks to central sewer. Where connection is indicated by the Feasibility Analysis, the incentive program is intended to offset a portion of homeowner costs by providing homeowners with up to $4,000.00 after the connection of an existing home to central sewer located in targeted areas within the County that are pre-approved by the Department.

TASKS:

All documentation should be submitted electronically unless otherwise indicated.

Task 1: Connection to Central Sewer

Deliverables: The Grantee will provide an incentive payment to eligible homeowners of up to $4,000.00 per existing home to assist the homeowner to connect to central sewer, including the demolition of the septic tank, plumbing work from the house to the county right-of-way, and the connection of the on-site plumbing to the wastewater collection infrastructure within parts of the county in accordance with the Wastewater Feasibility Analysis.

Documentation: The Grantee will submit: 1) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; 2) a list of addresses of sewer connections completed and 3) copies of invoices for the connections by a registered or licensed plumber.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL:

The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Sewer Connection Incentives	Contractual Services	$703,000	03/01/2021	03/31/2023
		Total:	$703,000		

Attachment: LPF0902 Grant Agreement (002) (12787 : Citrus County Sewer Connection Incentive Program)

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

Attachment: LPF0902 Grant Agreement (002) (12787 : Citrus County Sewer Connection Incentive Program)

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 mist 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 **www.cfda.gov**

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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:

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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.

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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.

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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	Florida Department of Environmental Protection	2020-2021	37.039	Statewide Surface Water Restoration and Wastewater Projects	$703,000.00	088964
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$703,000.00	

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.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] 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.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit A
Progress Report Form

DEP Agreement No.:	LPF0902
Project Title:	Citrus County Sewer Connection Incentive Program
Grantee Name:	Citrus County, Florida
Grantee's Grant Manager:	Christina Malmberg
Reporting Period:	**Choose an item. Choose an item.**

Provide the following information for all tasks identified in the Grant Work Plan:
Summarize the work completed within each task for the reporting period. Provide an update on the estimated completion date for each task and an explanation for any anticipated delays or problems encountered. Add or remove task sections and use as many pages as necessary to cover all tasks. Use the format provided below.

Task 1: Connection to Central Sewer

- **Progress for this reporting period:**
- **Identify any delays or problems encountered:**

Indicate the completion status for the following tasks (if included in the Grant Work Plan):

- Design (Plans/Submittal): 30% ☐, 60% ☐, 90% ☐, 100% ☐
- Permitting (Completed): Yes ☐, No ☐
- Construction (Estimated): _____ %

This report is submitted in accordance with the reporting requirements of the above DEP Agreement number and accurately reflects the activities associated with the project.

_____ _____
Signature of Grantee's Grant Manager Date

Attachment: LPF0902 Grant Agreement (002) (12787 : Citrus County Sewer Connection Incentive Program)

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit C
Payment Request Summary Form

The **Payment Request Summary Form** for this grant can be found on our website at this link:

https://floridadep.gov/wra/wra/documents/payment-request-summary-form

Please use the most current form found on the website, linked above, for each payment request.

Attachment: LPF0902 Grant Agreement (002) (12787 : Citrus County Sewer Connection Incentive Program)

AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	Professional Services Agreement - AssetWorks
AGENDA DATE:	**May 11, 2021**

BRIEF OVERVIEW:

Risk Management is tasked with insuring the County's properties and assets. Part of this process is to properly insure these properties and assets at their current. We need to insure our assets with updated replacement costs in case of critical emergency situations; i.e., hurricane season or possible theft or vandalism. It has been a while since we have had County properties appraised and are beginning this process with the Department of Water Resources and the utility properties, i.e., water and wastewater plants, lift stations, etc. These properties and assets are most important due to securing public safety for our residents.

AssetWorks is an appraisal firm that works directly with our insurance company/broker. The appraisal information will be input into the AMP (Risk Management software) system where we will have accurate data, increase efficiency and simply our insurance renewal process. We will have current values and information at a moments notice and it is easily accessible when submitting our Statement of Values of values (SOV) for insurance pricing during our renewal period. This is also a way to streamline the process of input when adding and deleting County assets. The cost of the appraisal service is $15,020.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
9000	53100	$2,241,347	$391,786	$836,280	$1,013,281*

*Balance prior to award.

RECOMMENDED ACTION:

a. Approve and authorize the Chairman to execute the Professional Services Agreement between AssetWorks Risk Management, Inc., and Citrus County, Florida, for appraisal services for our Utility properties, in the total amount of $15,020.

b. Approve the related budget transfer.

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is effective May 11, 2021 ("Effective Date") and entered into between AssetWorks Risk Management Inc. ("AssetWorks"), a Delaware corporation registered to do business in the State of Florida, located at 168 Industry Drive, Pittsburgh, PA 15275 and Citrus County, Florida ("Client" or "County"), located at 3600 Sovereign Path, Lecanto, FL 34461. In consideration of the mutual covenants contained herein, the parties agree as follows:

1. Services.

1.1 Services and Statements of Work. In consideration of the fees paid by Client hereunder, AssetWorks will provide Client with the Services described in Statements of Work (each, a "SOW") executed by the parties which reference this Agreement. The SOW will set forth the relevant project details. Project completion will be upon delivery of the final reports, which reports will be delivered to Client electronically via a link to AssetWorks' proprietary application ("Application"). Final report delivery occurs upon the earlier of: (i) acceptance of the preliminary reports by Client or (ii) ten (10) business days after the date of preliminary report delivery, at which time the preliminary reports are then deemed the final reports.

1.2 Access. Client agrees to cooperate with AssetWorks in providing access to Client's property and assets as required for AssetWorks to perform the Services. Failure to provide such access will cause delay in Service delivery and be subject to additional fees.

1.3 A Summary Appraisal Report will be provided by AssetWorks in the final reports package. This report includes Value Definitions, Effective Dates, Valuation Methodology, Summary Values and general Assumptions and Limiting Conditions for the valuation findings provided.

2. Intellectual Property Rights.

2.1 Ownership. AssetWorks owns all intellectual property rights in and to the Services any related data (excluding Client Data as defined below), documentation, techniques, tools, and software used by AssetWorks to deliver the Services. For clarity, Client obtains no interest in the Services except as expressly provided in this Agreement.

2.2 Client Data. Client shall retain all right, title, and interest in and to the Client Data provided by Client to AssetWorks in connection with the Services (collectively, "Client Data"). AssetWorks shall provide guidance to Client in determining the Client Data required by AssetWorks for purposes of performing the Services. Client agrees to provide AssetWorks with all data specifically requested, including documentation and information, in a timely manner. In its performance of the Services, AssetWorks will rely on the Client Data provided by Client. AssetWorks shall assume, without incurring liability therefore, that all Client Data provided by Client is correct and complete. If Client provides additional and/or corrected Client Data at a later date, AssetWorks' efforts with respect to such additional and/or corrected Client Data shall be deemed additional Services and subject to additional fees. Client grants to AssetWorks a royalty-free, non-exclusive, non-transferable license for the term of this Agreement to use Client Data to the extent necessary to perform the Services. Client is solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Client Data.

Attachment: AssetWorks - Agreement (12747 : Professional Services Agreement - AssetWorks)

3. Fees and Payment.

3.1 Fees. Client shall pay the Service fees set forth in the applicable SOW.

3.2 Payment. AssetWorks will invoice seventy percent (70%) of the Service fees upon completion of the fieldwork portion of the project and the remaining thirty percent (30%) of fees upon delivery of the preliminary reports. Unless otherwise provided in the SOW, Client agrees to pay all fees set forth in the applicable SOW within thirty (30) days of the invoice date. With regard to any invoiced amount that is not paid when due, AssetWorks reserves the right to charge Client interest on the unpaid balance from the due date until paid equal to the lesser of one- and one-half percent (1.5%) per month, or the maximum amount allowable by law. All fees are non-refundable, except as otherwise explicitly stated in this Agreement.

4. Term and Termination.

4.1 Term. This Agreement shall commence on the Effective Date and continue for a term of one (1) year.

4.2 Termination. Either party may terminate this Agreement if the other party breaches any material provision of this Agreement and does not cure the breach within thirty (30) days after receiving written notice. Either party may terminate any individual SOW in accordance with the terms stated in such SOW or, if no such terms, upon providing ninety (90) days' written notice to the other party.

4.3 Effect of Termination. Upon termination of this Agreement, Client shall immediately cease using the Services and all SOWs will be deemed terminated. Client shall pay AssetWorks all fees due for Services provided through the date of termination in accordance with Section 3.2.

4.4 Suspension or Termination of Services. AssetWorks may suspend or terminate Client's access to the Services if Client fails to pay any fees when due which remain unpaid for thirty (30) days after receipt of notice. AssetWorks reserves the right to temporarily suspend the Services based on its good faith belief that it is necessary to protect the integrity of the Services.

5. Confidentiality.

5.1 Confidential Information. Each party (the "Disclosing Party") may from time to time during the term of this Agreement disclose to the other party (the "Receiving Party") certain information relating to trade secrets, data, designs, drawings, documentation, software (regardless of form or media), prototypes, processes, methods, concepts, research, development, facilities, employees, vendors, clients, marketing, financials, business activities, and other confidential or proprietary information (collectively "Confidential Information"). To the extent practicable, the Disclosing Party shall mark and/or identify Confidential Information as confidential or proprietary at the time of disclosure; provided however, this Agreement shall also apply to information which, based on its nature, is reasonably expected to be deemed confidential. Furthermore, whether or not so marked or identified, insofar as allowed under Florida law, the Services and any related data, and any quantitative analysis of the Services or performance of the Services are deemed the Confidential Information of AssetWorks, and the Client Data is deemed the Confidential Information of Client.

Attachment: AssetWorks - Agreement (12747 : Professional Services Agreement - AssetWorks)

5.2 Exceptions. Confidential Information shall not include information that: (a) becomes generally available to the public through no fault of the Receiving Party; (b) is lawfully provided to the Receiving Party by a third party not under an obligation of confidentiality; (c) was lawfully possessed by the Receiving Party prior to receiving the Confidential Information from the Disclosing Party, as evidenced by the Receiving Party's records; or (d) the Receiving Party can demonstrate was independently developed by Receiving Party without use of the Disclosing Party's Confidential Information. The Receiving Party may disclose Confidential Information pursuant to applicable law, regulation, court order, or other legal process; provided, (i) if allowed by law, the Receiving Party has given the Disclosing Party prompt written notice of such required disclosure so that the Disclosing Party may seek a protective order or other appropriate remedy and (ii) the Receiving Party discloses only that portion of the requested Confidential Information that, in the opinion of its legal counsel, it is required to disclose.

5.3 Non-Disclosure and Non-Use. The Receiving Party agrees that it shall not use Confidential Information, or disclose any Confidential Information to any third party, except as expressly permitted under this Agreement. The Receiving Party shall not provide access to the Confidential Information to anyone other than those of its employees, contractors, and financial and legal advisors who have a need to know, who have confidentiality obligations no less restrictive than those set forth herein, and who have been informed of the confidential nature of such information. The Receiving Party shall protect the Confidential Information from unauthorized use, access, or disclosure in the same manner as it protects its own confidential or proprietary information of a similar nature, and in any event with at least a reasonable degree of care.

6. Representations and Warranties.

6.1 General Warranty. Each party represents and warrants: (i) it has the full power and authority to enter into this Agreement; (ii) its execution and performance of this Agreement have been duly authorized by all necessary corporate action on behalf of such party; and (iii) the person signing this Agreement on behalf of such party has the full authority to do so.

6.2 Limited Warranty. AssetWorks warrants it will perform the Services in accordance with the Agreement and any applicable SOWs. AssetWorks further warrants that all Services will be performed in a good and workmanlike manner in accordance with industry standards. Client's exclusive remedy, and AssetWorks' sole liability, for breach of this warranty shall be for AssetWorks to use commercially reasonable efforts to re-perform the affected Services, provided that Client has given written notice to AssetWorks within ninety (90) days of discovery of the non-conformance. AssetWorks shall, to the extent reasonably possible and permissible, pass-through or assign to Client all available warranties it receives from a third-party provider for third party products or services provided by AssetWorks to Client under this Agreement.

6.3 Disclaimer of Warranty. The express warranties set forth in this agreement are in lieu of all other warranties, expressed or implied, including, but not limited to, any warranty with respect to third party products or third party services, the performance of any hardware or software used in performing services, the results to be obtained from the services or the results of any recommendation AssetWorks

Attachment: AssetWorks - Agreement (12747 : Professional Services Agreement - AssetWorks)

may make, and any implied warranties concerning performance, merchantability, fitness for use for a particular purpose, and non-infringement.

6.4 Client Responsibilities. Client is responsible for maintaining a backup of Client Data. AssetWorks will not be responsible for loss of or damage to any data or loss of use. Client acknowledges that AssetWorks' performance and delivery of the Services are contingent upon: (i) Client providing safe and hazard-free access to its personnel, facilities, equipment, hardware, software, network, and Client Data and (ii) Client's timely decision-making, notification of relevant issues or information and granting of required permission and/or approval. Customer will promptly obtain and provide to AssetWorks any required licenses, approvals or consents necessary for AssetWorks' performance of the Services.

7. Indemnification.

7.1 AssetWorks will defend and indemnify Client against any claim, action, suit, or proceeding brought by a third party ("Claim") to the extent Client's use of the Services within the scope of this Agreement directly infringes a United States patent or copyright issued to or held by a third party, or misappropriates a trade secret of such third party; provided, Client notifies AssetWorks promptly in writing of such Claim and provides AssetWorks with the sole control, authority, information and assistance necessary to defend or settle such Claim.

7.2 In the event of an infringement Claim, or AssetWorks believes that such a Claim is likely, then AssetWorks shall, at its expense: (i) procure the right for Client to continue using the Services; (ii) replace or modify the Services so that it becomes non-infringing, without materially decreasing the functionality of the Services; or (iii) if neither (i) or (ii) is commercially practical, then, at AssetWorks' sole option, terminate this Agreement and refund a portion of the Service fee paid by Client for the period in which the Services were affected by such infringement.

7.3 AssetWorks will not be liable for any infringement Claim based upon any (i) modification of the Services made by anyone other than AssetWorks; (ii) use of the Services in combination with any service, software, or other technology not supplied by AssetWorks or in which the Services were not intended to be used, to the extent such Claim would not have arisen but for such combination (regardless of whether or not AssetWorks has advised Client that such use would likely result in a Claim of infringement by a third party); or (iii) use of the Services contrary to the terms of this Agreement.

7.4 The foregoing states AssetWorks' sole and exclusive liability and the sole and exclusive remedy of client with respect to any claim of infringement or misappropriation of intellectual property rights or proprietary rights of any third party.

8. Limitation of Liability.

8.1 Neither party shall be liable for any indirect, incidental, consequential, exemplary, special, or punitive damages including, without limitation, any damages resulting from loss of use, loss of business, loss of revenue, loss of profits, or loss of data, even if a party has been advised of the possibility of such damages.

Attachment: AssetWorks - Agreement (12747 : Professional Services Agreement - AssetWorks)

8.2 AssetWorks' entire liability under this Agreement or in any way related to the Services will be limited to direct damages in an amount equal to the fees paid by Client to AssetWorks pursuant to the applicable SOW during the twelve (12) month period immediately preceding the Claim.

9. General.

9.1 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida without regard to conflicts of law principles.

9.2 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable for any reason, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions hereof shall be unaffected and remain in full force and effect.

9.3 Modification and Waiver. Any modification, amendment, supplement, waiver, or other change to this Agreement must be in writing and signed by duly authorized representatives of each party. Any waiver or failure to enforce any provision of this Agreement on any occasion shall not be deemed a waiver of any other provision or of such provision on any other occasion.

9.4 Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent, which shall not be unreasonably withheld; provided, however, either party may assign this Agreement in its entirety, without the other party's consent, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. This Agreement shall be binding upon and inure to the benefit of the successors in interest and permitted assigns of the respective parties.

9.5 Remedies. Intentionally Omitted.

9.6 Survival. All provisions of this Agreement, which by their nature should survive termination of this Agreement, will so survive.

9.7 Force Majeure. Neither party shall be in breach of this Agreement nor liable for delay in performing or failure to perform any of its obligations under this Agreement if such delay or failure result from events, circumstances, or causes beyond its reasonable control; provided, that the party affected by such failure or delay gives the other party prompt written notice of the cause and uses commercially reasonable efforts to correct such failure or delay within a reasonable period of time.

9.8 Headings. The headings and subheadings contained herein are inserted for convenience of reference only and shall in no way be construed to be interpretations of terms.

9.9 Notices. All notices under this Agreement shall be in writing and shall be deemed given upon personal delivery, delivery by prepaid overnight courier or first class mail to the intended recipient at its address listed above or other such address as the parties may indicate in writing.

Attachment: AssetWorks - Agreement (12747 : Professional Services Agreement - AssetWorks)

9.10 Entire Agreement. This Agreement, including SOWs or other attachments hereto and any amendments or written documentation executed by the parties, are the final, complete, and exclusive agreement between the parties relating to the subject matter hereof, and supersede all prior or contemporaneous proposals, understandings, representations, warranties, promises, and other communications, whether oral or written, relating to such subject matter.

9.11 Counterparts. This Agreement, and any amendment or waiver of the terms hereof, may be signed in counterparts, each of which will constitute an original and all of which together will constitute one and the same instrument. Any signature may be delivered by facsimile or electronic format, which will have the effect of an original signature.

10. Additional Terms: Citrus County, Florida Terms and Conditions.

10.1 Public Records. AssetWorks will keep and maintain applicable public records required by County in connection with AssetWorks' performance of the Services. Upon request from County's custodian of public records, AssetWorks will provide County with a copy of such requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statues, or as otherwise provided by law for a period of five (5) years. AssetWorks will provide County access to all records applicable to AssetWorks' performance of its obligations under this Agreement. AssetWorks will endeavor to ensure that the public records that are exempt or confidential and exempt from public records disclosure requirements as indicated by County are not disclosed except as authorized by law for the duration of the term of the Agreement and following completion of the Agreement if Consultant does not transfer the records to County. Upon completion of the Agreement, AssetWorks will transfer, at no cost, to County all public records in possession of AssetWorks or keep and maintain public records required by County to perform the service. If AssetWorks transfers all public records to County upon completion of the Agreement, AssetWorks shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If AssetWorks keeps and maintains public records upon completion of the Agreement, AssetWorks shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County, upon request from County's custodian of public records, in a format that is compatible with the information technology system of County. If AssetWorks does not comply with County's request for public records, County shall enforce the provisions of the Agreement in accordance with the terms of the Agreement and may cancel the Agreement.

IF ASSETWORKS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ASSETWORKS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT NANCY COLOGNA, CUSTODIAN OF PUBLIC RECORDS, AT 3600 W. SOVEREIGN PATH, LECANTO, FL 34461; EMAIL: NANCY.COLOGNA@CITRUSBOCC.COM; PHONE: (352) 527- 5235.

10.2 Insurance. During the term of the Agreement, AssetWorks, at its sole expense, shall provide insurance of such a type and with such terms and limits as noted below. Providing and maintaining adequate insurance coverage is a material obligation of AssetWorks. AssetWorks shall provide County a certificate(s) of insurance, evidencing such coverage.

Attachment: AssetWorks - Agreement (12747 : Professional Services Agreement - AssetWorks)

10.2.1 Minimum Insurance Requirements. Pursuant to Section 337.106, Florida Statues, AssetWorks shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by AssetWorks, its agents, representatives, employees or subconsultants. The coverages, limits or endorsements required herein protect the primary interests of County, and these coverages, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect AssetWorks against any loss exposures, whether as a result of the project or otherwise. The requirements contained herein, as well as County's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by AssetWorks under this Agreement.

10.2.2 Commercial General Liability. Respondent must obtain a General Liability policy with a minimum limit of $1,000,000 per occurrence, and a $2,000,000 general aggregate.

10.2.3 Automobile Liability. AssetWorks must obtain coverage for all vehicles for Bodily Injury and Property Damage of not less than $1,000,000 combined single limit each accident. In the event AssetWorks does not own vehicles, AssetWorks shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

10.2.4 Workers Compensation and Employer's Liability.

(a) AssetWorks must obtain Workers Compensation insurance with limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act. Employer's Liability limits for not less than $100,000 each accident $500,000 disease policy limit and $100,000 disease each employee must be included.

(b) For any officer of a AssetWorks that has exempt status as an individual, County requires proof of workers compensation insurance coverage for that AssetWorks/employer/owner's employees. If AssetWorks/employer/owner or individual has applied for a workers compensation exemption, County does not recognize this exemption to extend to the employees of AssetWorks/employer/owner.

(c) The purpose of this section is to ensure that all consultants, subconsultants, sole proprietors, or business entities of any kind who contract with County for provision of goods or services, provide workers' compensation coverage for all employees, and principles of consultants, subconsultants, sole proprietors, or other business entities. All provisions of this Section shall be construed in accord with this intent.

10.2.5 Professional Liability and/or Errors and Omissions Liability. Professional (E&O) Liability must be afforded for personal injury and Property Damage for not less than $1,000,000 each claim, $1,000,000 policy aggregate.

10.2.6 Other Insurance Provisions.

Attachment: AssetWorks - Agreement (12747 : Professional Services Agreement - AssetWorks)

(a) AssetWorks shall provide a Certificate of Insurance to County with a thirty (30) day notice of cancellation or changes in policy language, ten (10) day notice if cancellation is for nonpayment of premium. The certificate shall indicate if coverage is provided under a "claims-made" or "occurrence" form. If any coverage is provided under a claims-made form, the certificate will show a retroactive date, which should be the same date of the Agreement (original if Agreement is renewed) or prior.

(b) The project's number should be noted on the certificate, if applicable.

(c) All required insurance policies must be maintained until the contract work has been accepted by County. In addition, a minimum 30-day notification clause is required in the event the policy is canceled.

(d) Citrus County, Florida, a political subdivision of the State of Florida, its officials, employees and volunteers are to be covered as an Additional Insured on all policies except Workers Compensation and Professional Liability. The coverage shall contain no special limitation on the scope of protection specifically afforded to County, its officials, employees or volunteers.

(e) AssetWorks' insurance coverage shall be primary insurance as respects County, its officials, employees and volunteers. Any insurance or self-insurance maintained by County, its officials, employees or volunteers shall be excess of AssetWorks' insurance and shall be non-contributory.

(f) For all policies of insurance except Professional Liability. AssetWorks, and its insurance carrier, waive all subrogation rights against County for all losses or damages that occur during the Agreement and for any events occurring during the Agreement period, whether the suit is brought during the Agreement period or not. County requires General Liability policies to be endorsed with CG 24 04 Waiver of Transfer of Rights of Recovery Against Others to Us or similar endorsement, and a WC 00 0313 Waiver of our Right to Recover from Others for Workers Compensation coverage.

(g) The Certificate Holder should read as follows: Citrus County, Florida, political subdivision of the State of Florida, 3600 W. Sovereign Path, Lecanto, FL 34461.

(h) It is AssetWorks' responsibility to insure that all subconsultants, if any, comply with these insurance requirements. Consultants shall include all subconsultants as insured under its policies or shall furnish separate certificates and endorsements for each sub-consultant, if applicable. All coverages for subconsultants shall be subject to all of the requirements stated herein.

(i) With the exception workers compensation policies all required insurance policies must be written by a carrier having a minimum rating of A- by A.M. Best or similar rating company. All workers compensation policies must be written by carriers admitted in the State of Florida.

(j) All Certificates must show that AssetWorks' policies have been endorsed per the requirements.

(k) Once ALL paperwork is completed and received by County, an email will be sent to AssetWorks requesting online registration with myCOI. It is critical that County is provided with an accurate email address. **The cost to register is $19.95 per year** and a credit/debit card will be needed. Part of the

Attachment: AssetWorks - Agreement (12747 : Professional Services Agreement - AssetWorks)

registration process includes providing contact information for AssetWorks' insurance agent(s), which will be needed at the time of registration. Once registered, an email will be sent to the insurance agent(s) requesting them to upload a current Certificate of Insurance (COI) directly into the myCOI website. Certificates of Insurance cannot be mailed, emailed or faxed to County. AssetWorks will not be allowed to begin work and no payments will be made until registration is completed and a compliant Certificate of Insurance is received from AssetWorks' agent(s).

10.3 Additional Indemnification. AssetWorks shall indemnify and hold harmless County, their officers and employees, from Claims, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of AssetWorks and persons employed or utilized by AssetWorks, including any subcontractors, in the performance of the construction contract. Neither AssetWorks nor any of its agents will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of County or any of its officers, agents or employees. The parties agree that this clause shall not waive the benefits or provisions of Section 768.28, Florida Statutes, or any similar provision of law. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent required by applicable law, any sums due AssetWorks under this Agreement may be retained by County until all of County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by County.

The parties, through their authorized representatives, have executed this Agreement as of the Effective Date.

Client: Citrus County, Florida

By: _____

Name: Scott Carnahan

Title: Chairman

Date: May 11, 2021

AssetWorks Risk Management Inc.

By: Christian Gutierrez

Name: Christian Gutierrez

Title: General Manager

Date: 04/20/2021

Attachment: AssetWorks - Agreement (12747 : Professional Services Agreement - AssetWorks)

SCHEDULE A

This Schedule A sets forth details regarding the Services to be provided and the corresponding fees.

APPRAISAL/VALUATION SERVICES FEES					
SERVICE	**THRESHOLD**	**UOM**	**QTY**	**RATE**	**FEE**
On-Site Insurance Appraisal Services - New	$50,000	Buildings	66	$120	$7,920.00
On-Site Insurance Appraisal Services - Re-Apprais	$50,000	Buildings	65	$100	$6,500.00
Property in the Open	$120/Location	PITO	5	$120	$600.00
				TOTAL FEE:	**$15,020**

Attachment: AssetWorks - Agreement (12747 : Professional Services Agreement - AssetWorks)

Citrus County Board of County Commissioners
Budget Transfer Form

March 22, 2021	450	Operating Fund
Date	**Fund Number**	**Fund Title**

Dept/Office/Division: Citrus County Utilities

Department Number	Account Number	From Amount	To Amount	Account Title
9000	60080	15,020		Reserves
9000	53100		15,020	Professional Services

Detailed Reason for Transfer:

Risk management has requested CCU facilities be appraised, to provide an updated schedule of values to ensure appropriate insurance coverages in case of loss/replacement. CCU properties haven't been appraised in 11 years. This budget transfer will cover the full cost of appraisal fees requested by risk management.

Division Approval: Gary Loggins Date: 03/23/2021

Department/Office Approval: Ken Cheek Digitally signed by Ken Cheek Date: 2021.03.23 10:11:12 -04'00' Date:

Management & Budget Approval: Date: 4/20/2021

Board Approval:

Attachment: Related Budget Transfer (12747 : Professional Services Agreement - AssetWorks)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/20/2021

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	CONTACT NAME:	
Marsh Canada Limited 120 Bremner Blvd., Suite 800 Toronto, ON M5J 0A8	PHONE (A/C, No, Ext):	FAX (A/C, No):
	EMAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Federal Insurance Company	20281
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED

CONSTELLATION SOFTWARE INC. AND
ASSETWORKS RISK MANAGEMENT INC.
168 INDUSTRY DRIVE
PITTSBURGH, PA 15275

COVERAGES **CERTIFICATE NUMBER: 20/21-1396** **REVISION NUMBER: 1**

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 INSR	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: X POLICY [ ] PRO-JECT [ ] LOC OTHER:			9950-48-39	09/27/2020	09/27/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ $ 25,000 $ 1,000,000 $ 2,000,000 $ 1,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS			73600397	09/27/2020	09/27/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			93652430	09/27/2020	09/27/2021	EACH OCCURRENCE AGGREGATE [ ]	$ 2,000,000 $ 2,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? NO (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		7176-4342	09/27/2020	09/27/2021	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000
A	TECHNOLOGY ERRORS & OMISSIONS LIABILITY			9950-48-39	09/27/2020	09/27/2021	PER CLAIM & IN THE AGGREGATE SIR	$ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Citrus County, Florida IS ADDED AS AN ADDITIONAL INSUREDS WITH RESPECT TO THE COMMERCIAL GENERAL LIABILITY POLICY, BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED.
THE ABOVE POLICIES HAVE BEEN PLACED BY SERVICE OF MARSH USA INC. MARSH CANADA LIMITED HAS ONLY ACTED IN THE ROLE OF A CONSULTANT TO THE CLIENT WITH RESPECT TO THESE PLACEMENTS WHICH ARE INDICATED HERE FOR YOUR CONVENIENCE. WAIVER OF SUBROGATION IS INCLUDED ON THE COMMERCIAL GENERAL LIABILITY, AUTOMOBILE LIABILITY AND THE WORKER'S COMPENSATION & EMPLOYER'S LIABILITY POLICIES.
SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER(S) AFFORDING COVERAGE WILL ENDEAVOUR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER(S) AFFORDING COVERAGE, THEIR AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.

CERTIFICATE HOLDER

Citrus County, Florida
3600 W. Soverign Path, Suite 180
Lecanto, FL, 34461

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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Attachment: AssetWorks COI (12747 : Professional Services Agreement - AssetWorks)

APPROVAL TO PURCHASE FORM

Use this form to purchase a product or service that has a value between $10,000 and $25,000 OR to purchase a product or service that has a value less than $25,000 by piggybacking an Agency term contract.

USE THE TAB KEY TO MOVE BETWEEN FIELDS

PRODUCT OR SERVICE: Appraisal Services for Utility Properties
(Two lines maximum)

DEPARTMENT / DIVISION: Management and BudgerRisk Management

ACCOUNT NUMBER:
(Four lines maximum) 9000-53100

BUDGET AMOUNT: $15,020

PIGGYBACKING STATE OF FLORIDA TERM CONTRACT? ☐ YES ☒ NO

IF YES, PROVIDE THE CONTRACT NUMBER: n/a

PIGGYBACKING ANOTHER GOVERNMENT AGENCY'S CONTRACT? ☐ YES ☒ NO

IF YES, PROVIDE THE FOLLOWING INFORMATION:

Contract / Bid Number: n/a
Agency Name:
Contact Name:
Contact Phone or E-mail:

DESCRIBE THE PRODUCT OR SERVICE THAT YOU ARE PURCHASING – LIST THE VENDORS OR CONTRACTORS AND THEIR QUOTES – GIVE RECOMMENDATION OF AWARD:
(Attach copies of the quotes and any other supporting documentation)

We requested our insurance broker to reached out to three companies to provide us quotes for desk top and on-site appraisal services and the ability to input the data into an asset management software program where we can access the data for insurance renewal periods as well as in case of a disaster such as a flood or hurricane.

The first quote was from Duff and Phelps can do desk top and on- site appraisals. We received a quote for $73,800 over a 3-year period. Duff and Phelps does not have the capability of inputting the appraisal information into an asset management software system (AMP).

The second quote was from Specialty Property can do desk top and on-site appraisals. We received a quote for $15,000. Specialty Appraisals does not have the ability to enter the appraisal information into an asset management software system (AMP).

The third quote was from AssetWorks can do desk top and on-site appraisals. We received a quote for $15,020. This company is $20 more than the lowest quote. AssetWorks does enter the appraisal information into the asset management software (AMP). WE RECOMMEND ASSETWORKS AS THE BEST QUOTE FOR THE APPRAISAL SERVICE.

REQUESTOR _____ **DATE** 4-28-2021

DIVISION DIRECTOR _____ **DATE** _____
Required regardless of cost

DEPARTMENT DIRECTOR _____ **DATE** _____
Required if cost is > $5,000

OMB DIRECTOR cpcott **DATE** 4-29-2021
Required if cost is > $10,000

Citrus County Board Of County Commissioners

Print Form

Revised: 3/20/12

Attachment: Approval to Purchase Form (12747 : Professional Services Agreement - AssetWorks)

AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	Gulf Coast Ecosystem Restoration Council Assurance Letter
AGENDA DATE:	**May 11, 2021**

BRIEF OVERVIEW:

At the March 9, 2021 Citrus County Board of County Commissioners meeting the Board reviewed all of the RESTORE Act projects currently included in Pot 1 and Pot 3. The Board directed staff to request additional Pot 3 funding for the construction of the NW Quadrant Sewer Force Main Project totaling $2,740,000 and the implementation of the Offshore Reef totaling $520,000. The additional $3,260,000 being requested from Pot 3 was to be moved from the Springshed Stormwater Improvement Program, which is currently programmed to receive $4,352,000 of Pot 3 funding.

The Board also directed staff at the March 9, 2021 meeting to amend the budget and scope of all three projects as necessary in the State Expenditure Plan when the amendment is completed at the end of 2021. According to Balmoral, the construction grant for the NW Quadrant Sewer Force Main project is very close to being awarded by the Gulf Coast Ecosystem Restoration Council. However, because the State Expenditure Plan amendment has not yet been completed for this year and Council is ready to award the additional funds they are requesting the County sign an assurance letter. The letter assures Council that if the amendment to the Springshed Stormwater Improvement Program in the State Expenditure Plan receives overwhelming support in favor of keeping the project, the County will complete the construction of the Springshed Stormwater Improvement Program, and the County will also fund the project to be completed during FY 2027-2032.

According to Balmoral's conversation with Council this letter will also allow the County to apply for the Offshore Reef project before the amendment to the State Expenditure Plan is completed and approved by Council.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance

This project would need to be budgeted starting in FY 26-27 through FY 32-33.

RECOMMENDED ACTION:

Approve and authorize the Chairman to sign the assurance letter to the Gulf Coast Ecosystem Restoration Council and allow staff to submit the letter to Balmoral.

Board of County Commissioners
Executive Office

110 N. Apopka Ave., New Courthouse, Inverness, Florida 34450
(352) 341-6560 • Toll Free From Citrus Springs/Dunnellon • (352) 489-2120
Fax (352) 341-6584 • Website: www.citrusbocc.com

Our Vision
"We are a user-friendly and common sense organization dedicated to responsive citizen services."

May 4, 2021

Gulf Coast Ecosystem Restoration Council,

It was unanimously decided at the March 9th, 2021 meeting of the Citrus County Board of County Commissioners, to request a portion of the RESTORE Act Spill Impact Component funding allocated for Citrus County be reprogrammed. The Board will be requesting funding totaling $3,260,000 be moved from Project No. 13-4 – Springshed Stormwater Treatment Program to projects 13-1 – NW Quadrant Sewer Force Main Project and 13-3 – Artificial Reef Program when the Florida State Expenditure Plan amendment is completed at the end of 2021. In that amendment project 13-1 will show an increase in funding of $2,740,000 and project 13-3 will show an increase in funding of $520,000.

The Board understands that we may receive grant awards for projects 13-1 and 13-3 prior to the Florida State Expenditure Plan amendment being completed and approved by the Gulf Coast Ecosystem Restoration Council at the end of 2021. In the event that there is overwhelming support for project 13-4 during the amendment comment period, the Citrus County Board of County Commissioners will fund or find leveraged funds for the construction portion of the project to provide stormwater treatment similar to what was planned in the original State Expenditure Plan.

We appreciate the support of the Gulf Coast Ecosystem Restoration Council and look forward to completing these projects in the years to come.

Sincerely,

Scott Carnahan
Chairman

Attachment: Gulf Coast Ecosystem Restoration Council (12858 : Gulf Coast Ecosystem Restoration Council Assurance Letter)

Scott Carnahan, Chairman, Commissioner, District 4; Ronald E. Kitchen Jr., 1st Vice Chairman, Commissioner, District 2; Ruthie Davis Schlabach, 2nd Vice Chairwoman, Commissioner, District 3; Jeff Kinnard, D.C., Commissioner, District 1; Holly L. Davis, Commissioner, District 5

AGENDA MEMORANDUM

FROM:	Charles R. Oliver, County Administrator
SUBJECT:	1:30 PM Discussion of the Renovation in Citrus County Courthouse for the Judges
AGENDA DATE:	**May 11, 2021**

BRIEF OVERVIEW:

Discussion of the Renovation for the Judges in the Citrus Courthouse

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
					$0

RECOMMENDED ACTION:

Discussion of the Renovation for the Judges in the Citrus County Courthouse

AGENDA MEMORANDUM

FROM:	Scott Carnahan, Commissioner
SUBJECT:	1:45 pm - Request from the Chamber of Commerce
AGENDA DATE:	**May 11, 2021**

BRIEF OVERVIEW:

Discussion and vote on the Chamber of Commerce proposal to redistribute funds received from the Care's Reimbursement Fund.

BUDGET IMPACT/FUNDING SOURCE:

RECOMMENDED ACTION:

Discussion and vote on the Chamber of Commerce proposal to redistribute funds received from the Care's Reimbursement Fund.

AGENDA MEMORANDUM

FROM:	Jeff Kinnard D.C., Commissioner
SUBJECT:	Discuss and vote on Animal Shelter Options
AGENDA DATE:	**May 11, 2021**

BRIEF OVERVIEW:

Previously, the Board asked staff to develop options for the Animal Shelter. I would propose that we only consider a smaller, scalable shelter with a cost of between $8 and $9 million with the following add alternates:

- Sally Port
- Community Room
- Community/Education Room
- Cattery

Since design and bidding of the project will take approximately 12 months from Board approval, this will provide time for my colleagues to raise funds for these add alternates and allow these items to be added back to the extent contributions permit.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
					$0

RECOMMENDED ACTION:

Direct Staff to bring back options for a new shelter at between $8 and $9 million with the add alternates indicated and a plan of finance.

AGENDA MEMORANDUM

FROM:	Michael Sherman, AICP Growth Management Director
SUBJECT:	5:01 PM PUD-21-01 – Eileen Prive
AGENDA DATE:	**May 11, 2021**

BRIEF OVERVIEW:

This application is a request to amend the Land Use Atlas Map (LUAM) of the Land Development Code to establish a Planned Unit Development for two, five-acre parcels in RUR (Rural Residential District), pursuant to Section 2402, Rural Residential District (RUR), as specified in the LDC.

The Planning and Development Commission (PDC) discussed this application on April 1, 2021 and recommended approval with conditions to establish a Planned Unit Development.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
					$0

Applicant Responsibility

RECOMMENDED ACTION:

a. Conduct a Public Hearing on May 11, 2021 at 5:01 p.m. to review and discuss PUD-21-01 - Eileen Prive.

b. If approved, adopt and authorize the Chairman and Clerk to execute the ordinance for PUD-21-01 - Eileen Prive.

ORDINANCE NO. 2021-

AN ORDINANCE OF CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AMENDING THE CITRUS COUNTY LAND USE ATLAS MAP BY REDESIGNATING APPROXIMATELY 10.0 ACRES FROM THE RURAL RESIDENTIAL DISTRICT TO THE RURAL RESIDENTIAL DISTRICT WITH A PLANNED UNIT DEVELOPMENT; PROVIDING FOR CONFLICT; PROVIDING FOR MODIFICATIONS THAT MAY ARISE FROM CONSIDERATION AT PUBLIC HEARING; PROVIDING FOR CODIFICATION, AND SCRIVENER'S ERRORS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on June 12, 2012, the Board of County Commissioners adopted the Citrus County Land Development Code as Ordinance No. 2012-06; and

WHEREAS, certain Atlas Amendments and Planned Unit Developments are proposed for development that would maintain consistency with the Citrus County Comprehensive Plan;

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Citrus County, a political subdivision of the State of Florida, as follows:

Section 1. The following described lands are hereby redesignated on the LDC Atlas:

PUD-21-01 – Eileen Prive

A request to establish a Planned Unit Development for two, five-acre parcels in RUR (Rural Residential District), pursuant to Section 2402, Rural Residential District (RUR), as specified in the LDC. as described in Exhibit "A" Legal Description.

Section 2. The Atlas of the Land Development Code is hereby amended to reflect the changes described in Section 1 of this Ordinance.

Section 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4. It is the intent of the Board of County Commissioners that the provisions of this ordinance may be modified as a result of considerations that may arise during public hearings. Such modifications shall be incorporated into the final version of the ordinance adopted by the Board and filed by the Clerk to the Board pursuant to section

Section 5. The provisions of this ordinance are severable and it is the intention to confer the whole or any part of the powers herein provided for. If any provision of this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, that portion will be deemed a separate provision and will not affect any remaining provisions of the

Attachment: Ordinance (12782 : 5:01 PM PUD-21-01 – Eileen Prive)

ordinance. It is hereby declared to be the legislative intent that this ordinance would have been adopted if such unconstitutional provision was not included.

Section 6. It is the intention of the Board of County Commissioners that the provisions of this ordinance will become and be made part of the Citrus County Comprehensive Plan; and that the sections of this ordinance may renumbered or re-lettered and that the word "Ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intention. Regardless of whether such inclusion in the code is accomplished, sections of this ordinance may be renumbered or re-lettered and typographical errors which do not affect the intent may be authorized by the County Administrator's designee, without need of a public hearing, by filing a corrected or re-codified copy of same with the Clerk of the Circuit Court.

Section 7. This ordinance shall become effective as provided by Florida law.

DONE AND ADOPTED in regular meeting of the Board of County Commissioners of Citrus County, Florida, a political subdivision of the State of Florida, this _____day of _____2021.

ATTEST:

CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

_____ _____

ANGELA VICK
CLERK OF COURT

SCOTT CARNAHAN, CHAIRMAN

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

_____

DENISE A. DYMOND LYN
COUNTY ATTORNEY

Attachment: Ordinance (12782 : 5:01 PM PUD-21-01 – Eileen Prive)

EXHIBIT "A"
LEGAL DESCRIPTION

Lot 40, Gulf Highway LAND UNIT NO 8, according to the map or plat thereof, as recorded in the Plat Book 4, Page 113, Public Records of Citrus County, Florida

Attachment: Ordinance (12782 : 5:01 PM PUD-21-01 – Eileen Prive)

PM2-21-24

DEPARTMENT OF GROWTH MANAGEMENT
LAND DEVELOPMENT DIVISION
STAFF FINDINGS REPORT
TO THE
BOARD OF COUNTY COMMISSIONERS

APPLICATION NUMBER: PUD-21-01 – Eileen Prive
DATE: April 13, 2021
PREPARED BY: Miranda Anaya, Senior Planner, Land Development Division MA

This application is a request to amend the Land Use Atlas Map (LUAM) of the Land Development Code to establish a Planned Unit Development.

REQUEST:	A request to establish a Planned Unit Development for two, five-acre parcels in RUR (Rural Residential District), pursuant to Section 2402, Rural Residential District (RUR), as specified in the LDC.
LOCATION:	Section 4, Township 20 South, Range 18 East; Lot 40 of Gulf Highway Land Unit 8, PB 4, PG 113, (AK 1159164), which address is 6089 S. Pine Meadow Ave., Homosassa, Florida. A complete legal description of the property is on file with the Land Development Division.
ACREAGE:	10.0 acres
SURROUNDING FUTURE LAND DESIGNATIONS:	North, South, West – RUR-, Rural Residential District East – TCU, Transportation/Communication/Utilities District
SURROUNDING LAND DEVELOPMENT CODE ATLAS DESIGNATIONS:	North, South, West – RUR-MH-, Rural Residential District with Mobile Homes allowed East – TCU, Transportation/Communication/Utilities District
SURROUNDING EXISTING LAND USES:	North – S. Power Ter., Mobile Home, Single Family South – S. Pine Meadow Ave., Mobile Home East – Duke Energy Power Lines; then Suncoast Parkway West – W. Mockingbird St., Mobile Home
SOIL INFORMATION:	According to the *Soil Survey of Citrus County* (1988), the soil type in the area is primarily Candler Fine Sand, 5 to 8 percent slopes, and Candler Fine Sand, 0 to 5 percent slopes. Limitations to building development are slight.
FLOOD ZONE:	According to the Flood Insurance Rate Map (FIRM), the subject property is located in Flood Zone X and AE with a Base Flood Elevation of 39.20 feet in the AE portion.

BACKGROUND AND ANALYSIS:

The subject property consists of lot 40 and is part of Gulf Highway Land Unit 8, which was platted in 1965. The applicant's request and survey indicate 10.0 acres be split into two, 5.0 acres parcels. The site is on the corner of S. Pine Meadow Avenue and W. Mockingbird Street. The property also has access from S. Power Terrace. All three streets are 50-foot wide, local public right-of-ways. The site

Attachment: BCC Staff report and locator map (12782 : 5:01 PM PUD-21-01 – Eileen Prive)

is mostly wooded with some improvements. The property is on septic and well and is currently outside of the Public Service Area (PSA). If central services become available, the property owner will be required to connect to central services.

The property is surrounded by mostly mobile homes and a few single-family residences. The replat into two, five-acre parcels is consistent with the Land Development Code and Comprehensive Plan. PLT-21-04 (replat) approval is contingent on this application approval and the application is attached to this staff report.

According to the Citrus County Property Appraiser, a detached garage (22 X 25) was built in 1990. In 2002, a mobile home permit (2002-04650) was issued for a 1,520 square feet home (28 X 56) and then the subsequent house deck approximately 1,100 feet. In 2020, a permit was issued for a swimming pool and deck totaling approximately 1,068 square feet. Pictometry images indicate an approximate 406 square-foot pole barn was erected sometime between 2017 and 2019. Staff cannot find building permits for the garage or pole barn.

Consistency with the Comprehensive Plan and Land Development Code: All development applications shall demonstrate complete compliance with the Land Development Code and the Comprehensive Plan. The establishment of a PUD would allow for the replat of the 10-acre property in the Rural Residential District. The subject property and request are compatible with the surrounding area. The replat does have text to ensure that 50 percent open space is kept; however, it is not delineated on the replat. The application appears to be consistent with the following policies of the Comprehensive Plan:

Policy 17.2.8 The County shall utilize land use techniques and development standards to achieve a functional and compatible land use framework, which reduces incompatible land uses.

Policy 17.5.4 All Planned Developments shall be approved by the Board of County Commissioners (BCC) through the LDC Atlas Amendment process.

Policy 17.15.11 The following open space standards shall apply to all new residential development:

Outside the PSA – In order to encourage conservation design in the transitioning rural areas of the County, Planned Development shall be allowed as follows:

Maximum Residential Density		
Land Use District	**Use by Right Du/ac**	**Planned Development (50% open space required) Du/ac**
RUR	1/10	1/5
AGR	1/10	1/5

Consistency with the Land Development Code (LDC) – The proposed five acre lots were reviewed by the standards of LDC Section 2402, Rural Residential District, as well as the standards of LDC Section 4300, Planned Unit Developments. This application is consistent with the following provisions of the LDC.

Attachment: BCC Staff report and locator map (12782 : 5:01 PM PUD-21-01 – Eileen Prive)

Section 2402. This category represents primarily those areas that are transitional between higher density developments and agricultural or conservation uses. This district is intended to preserve economically viable agricultural land and large tracts of residential land in order to maintain a rural atmosphere in appropriate areas of the County. This category allows for residential use at a maximum density of 1.0 unit per 10 acres. Single family residential may be permitted at a density not to exceed one unit per five (5) acres when having at least fifty percent (50%) open space, provided additional standards are met, including a PUD as outlined in Chapter Four. In addition to residential development, the following is a list of land uses with notations as to whether they are permitted.

REQUEST FOR A PLANNED UNIT DEVELOPMENT

The applicant requests to replat a 10-acre property into two, five-acres lots for a density of one unit per five acres.

***Access Management/Transportation*:** The proposal indicates one of the lots will be accessed from S. Power Terrace and the other from the corner of S. Pine Meadow Avenue and W. Mockingbird Street.

***Density*:** The Rural Residential District allows for one unit per 10 acres. With a Planned Unit Development, the density could be one unit per 5 acres. There is an existing mobile home in the southern lot and if approved, would allow for the northern proposed lot to contain a home.

***Setbacks*:** The minimum building setbacks for structures is 50 feet from the centerline of a local road and five feet away from an adjacent lot (without a maintenance agreement). The current home is well outside the required setback from the right-of-way and will have to maintain at least a five-foot setback from adjacent lots.

***Impervious Surface*:** According to the boundary survey, the property has a current Impervious Surface Ratio (ISR) of 1 percent. This complies with the current maximum 20 percent ISR for the RUR District.

***Stormwater Management*:** The flood zone is mostly X with a small portion of AE. The applicant is not required to have a stormwater management system.

***Environmental/Tree Preservation*:** The site is vastly wooded and contains some native vegetation and tree cover. The requirement of this PUD is the property will have to maintain 50 percent open space for each lot. As part of the building permit, the applicant will have to demonstrate that she complies with the open space condition and will have to maintain minimum the tree count for residential lots as outlined in the LDC. If there are any protected species on the site, the applicant will be required to coordinate with the Fish and Wildlife Conservation Commission (FWC) to obtain applicable permits.

SUMMARY OF AGENCY COMMENTS: None received as of the writing of this staff report.

SUMMARY OF PUBLIC COMMENTS: One public comment letter has been received as of the writing of this staff report.

Attachment: BCC Staff report and locator map (12782 : 5:01 PM PUD-21-01 – Eileen Prive)

Compatibility with Adjacent Land Uses- The site is located along local streets. It has residential on three sides and non-residential to the east. The further subdivision size would be consistent with the surrounding area.

PROPOSED FINDINGS OF FACT – PLANNED UNIT DEVELOPMENT

The Board of County Commissioners (BCC) may adopt modified conditions of approval pursuant to LDC Section 4302, PUD Approval Procedures, when in the public interest and expressed in formal findings of fact. The reviewing body shall approve, approve with modifications and/or conditions, or disapprove the PUD. The reviewing body shall enter its reasons for such action in its record. As evidence, the following findings of facts are cited.

A. **Only uses which are consistent with the Comprehensive Plan may be approved as a PUD.** *The replat of a 10-acre parcel into two, five-acre parcels at a density of one unit per five acres on the Master Plan date-stamped March 3, 2021, is consistent with the Comprehensive Plan as discussed above, provided the LDC standards and proposed conditions are adhered to.*

B. **Any development approved through the PUD application process, which is not designated a use in the respective land use district for the subject PUD parcel, shall be compatible with established or planned uses both within the development footprint and surrounding neighborhoods and property.** *The applicant will be developing the sites as the Rural Residential District allows.*

C. **Accessory uses shall be permitted as set forth within the approved general concept plan or as found by the Board of County Commissioners to be compatible with an approved plan.** *Any future accessory uses would be subject to standards as outlined in the LDC.*

D. **Subsequent to the approval of a PUD, uses not enumerated may be permitted through amendment of the PUD and approved by the Board of County Commissioners.** *This site may require an amendment to this PUD for future uses.*

E. **The land area included within the PUD development shall be of such proportions as to properly accommodate all proposed uses in keeping with the general requirements of the county and the established objectives and policies of the adopted Comprehensive Plan.** *The land area proposed for the use meets the standards outlined within the Comprehensive Plan. Replating the property into two parcels will still allow for appropriate residential use.*

F. **Landscaping and design and maintenance shall follow the principles of *Florida Friendly Landscaping* ™ and the *Florida Yards and Neighborhoods (FYN) Homeowner Program* to reduce water use and fertilizer runoff.**

1. Planted turf grass and landscaping on residential lots shall be limited to a maximum of 50% of the upland portion of the lot.
2. Turf grasses and landscape vegetation shall be common to the area and drought tolerant. *The applicant will be required to meet this standard as applicable at the time of permitting.*

Attachment: BCC Staff report and locator map (12782 : 5:01 PM PUD-21-01 – Eileen Prive)

G. **There shall be no specific lot requirements for individual uses; provided, however, that the area designated for any particular use shall be of sufficient size and proportion so as to properly accommodate said use and to provide for adequate open space and buffering between it and an adjacent use.** *The replat has a 50% open space as required by the Comprehensive Plan.*

H. **The maximum height of structures, setbacks, and density within a PUD development shall be as specifically established by the Board of County Commissioners in its approval action.** *Setbacks and density will occur as permitted by the Land Development Code and height has not been addressed.*

I. **Approval of the proposed PUD development shall include approval of all maps, diagrams, tables, and reports submitted by the applicant.** *The applicant has submitted a Master Plan date-stamped March 3, 2021, for this application. Subsequent to this application approval, the replat can be approved.*

J. **A planned unit development will terminate within three years of the date of approval if either a site development plan or preliminary subdivision plat application is not filed with the county. If one of these applications is not filed within the specified time frame, the PUD shall be null and void.** *The applicant has not requested a deviation from this requirement.*

PLANNING AND DEVELOPMENT COMMISSION (PDC) RECOMMENDATION: The Planning and Development Commission (PDC) discussed this application on April 1, 2021. The PDC recommended approval with revised conditions of the proposed request to establish a Planned Unit Development. The PDC found that the application is consistent with the requirements of the LDC and consistent with the Comprehensive Plan. Granting this request will not adversely affect the public interest and would be generally compatible with adjacent properties and other properties in the district, provided adherence to the conditions.

SUGGESTED CONDITIONS – PLANNED UNIT DEVELOPMENT:

1. The Planned Unit Development (PUD) shall allow for a density of one unit per five acres in the Rural Residential District as outlined on the Master Plan date-stamped received March 3, 2021, by the Land Development Division. Construction shall take place in accordance with the criteria and requirements of the Citrus County Land Development Code, unless as otherwise outlined within these conditions.

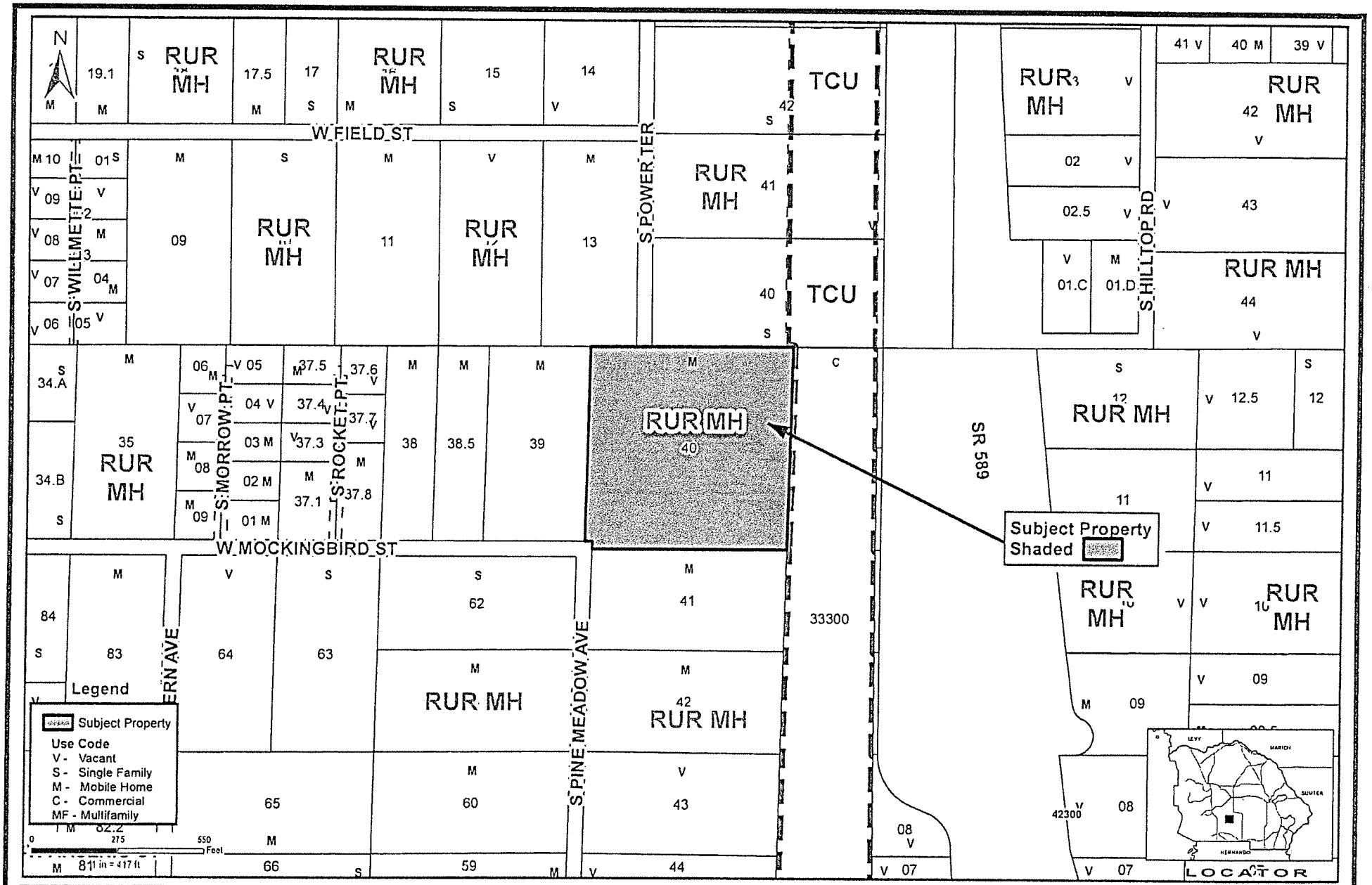
2. The two parcels must maintain 50% open space.

3. The site can be developed as allowable in the Rural Residential District.

4. Where standards are not specified herein, the Citrus County Land Development Code standards (or current code standards) will apply.

MA/SW/cb

Attachment: BCC Staff report and locator map (12782 : 5:01 PM PUD-21-01 – Eileen Prive)



Application #: PUD-21-01	Applicant: Eileen Prive
Proposal: PUD for two 5 acre lots in RUR MH	Location: 6089 S. Pine Meadow Ave, Homosassa FL 34446
Land Use Atlas: RUR MH, Rural Residential Mobile Homes Allowed	S-T-R - 04-20-18 E

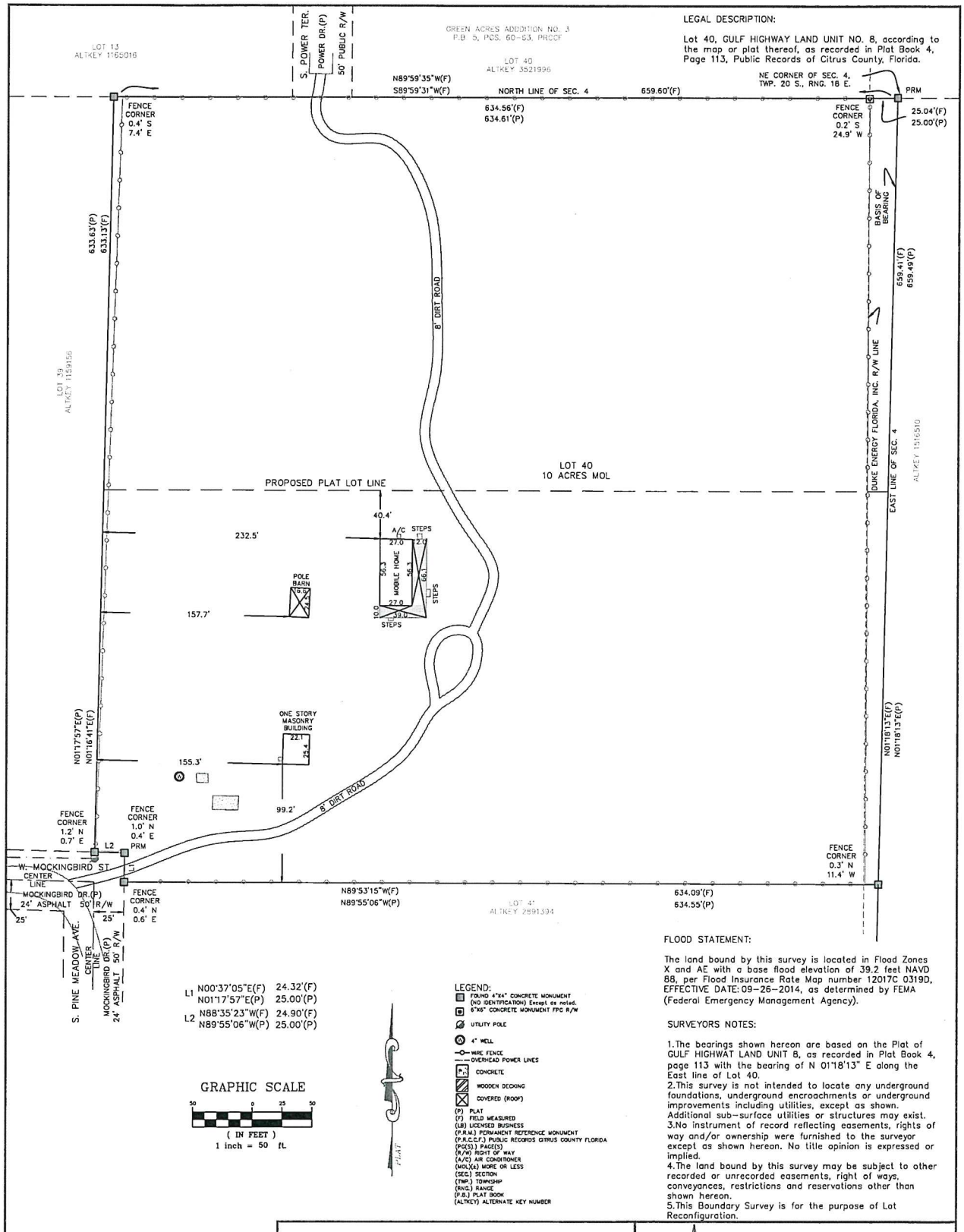
Planner Initials: _____ Date 2/16/21

Geographic Information Systems

Prepared By : William Braunsch
Date: February 05, 2021
Source: Enterprise Geodatabase
Map Number: WB0000474

Cynthia P. Skelhorn
Director

Attachment: BCC Staff report and locator map (12782 : 5:01 PM PUD-21-01 – Eileen Prive)



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Attachment: Applicant's submittal (12782 : 5:01 PM PUD-21-01 – Eileen Prive)

Board of County Commissio
DEPARTMENT OF GROWTH MANAGEMENT
LAND DEVELOPMENT DIVISION
3600 W. Sovereign Path, Suite 140
Lecanto, FL 34461
Telephone: (352) 527-5239 Fax (352) 527-5428
Toll Free (352) 489-2120 TTY (352) 527-5312
Web Address: www.citrusbocc.com

CITRUS COUNTY LAND DEVELOPMENT CODE
PLANNED UNIT DEVELOPMENT APPLICATION

Application No.: PUD-21-01 Date: 1/25/2021

* Written Authorization is required if Applicant is different than Owner.

Applicant* **Property Owner**

Name: Eileen Prive Name: Same As applicant
Address: 6089 South Pine Meadow Ave Address:
City: Homosassa City:
State: Florida Zip: 34446 State: Zip:
Home No.: Cell No.: 352-586-6471 Home No.: Cell No.:
Work No.: Fax No.: Work No.: Fax No.:
Email: Eileen249@gmail.com Email:

Property Description: Section: 17 Township: 19 South Range: 35 East
Legal Description: Gulf Hwy land unit 8 PB 4 PG 113 Lot 40
Subdivision: 000841- Gulf Highway Land Unit 8 Lot(s): Block/Parcel:
Alternate Key #: 1159164 Parcel ID: 17E19S350080 0400
Acreage: 10

Yes New Planned Unit Development
Amendment to a Previously Approved Planned Development Previous Application No.: None

Is this hearing being requested as a result of a Code Violation Notice? Yes No NO
If "Yes", explain on a separate sheet and attach a copy of the Notice of Violation.

Applicant Request(s): Divide 10 acres to TWO 5 ACRE LOTS

Directions to Property: 491 South to Cardinal West to South Pine Meadow Ave on North side of Cardinal

The Applicant is: Yes Owner of Tract Agent for Property Owner
One-Owner Among Several Other (specify)

I am aware that if the property cannot be located using information from the submitted application, this application may be rescheduled to a later hearing date. I also understand that a sign must be placed (and marking flags may be placed) on the property by the Land Development Division at least seven days prior to the scheduled meeting.
I understand that approval for the proposed use shown hereon does not in any way relieve me of the responsibility of observing and complying with any deed restrictions applicable to the subject property.
I hereby authorize Citrus County or its agents to enter upon the property, which is the subject of this application and the date of the hearing thereon, at any time between the hours of 8:00 AM and 5:00 PM for the purpose of gathering any information relevant to this application.

I DO HEREBY SWEAR THAT THE INFORMATION CONTAINED HEREIN AND THE ATTACHMENTS HERETO ARE TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.

Signature: Eileen M Prive

STATE OF FLORIDA
COUNTY OF CITRUS
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Eileen M Prive, who is personally known to me or provided Dl as identification and who did not take an oath.
WITNESS my hand and official seal this 25 day of January 21.

Kimberly Katherleen Slater
Printed Name
Notary Public - State of Florida

Seal

KIMBERLY KATHERLEEN SLATER
Commission # GG 226401
Expires August 14, 2022
Bonded Thru Troy Fain Insurance 800-385-7019

For Staff Use Only
Date:
Time:
Initials:
ATF:
QTR:
LUD:
FLUM Des:
FZ:

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PUD-21-01
Land Development Division

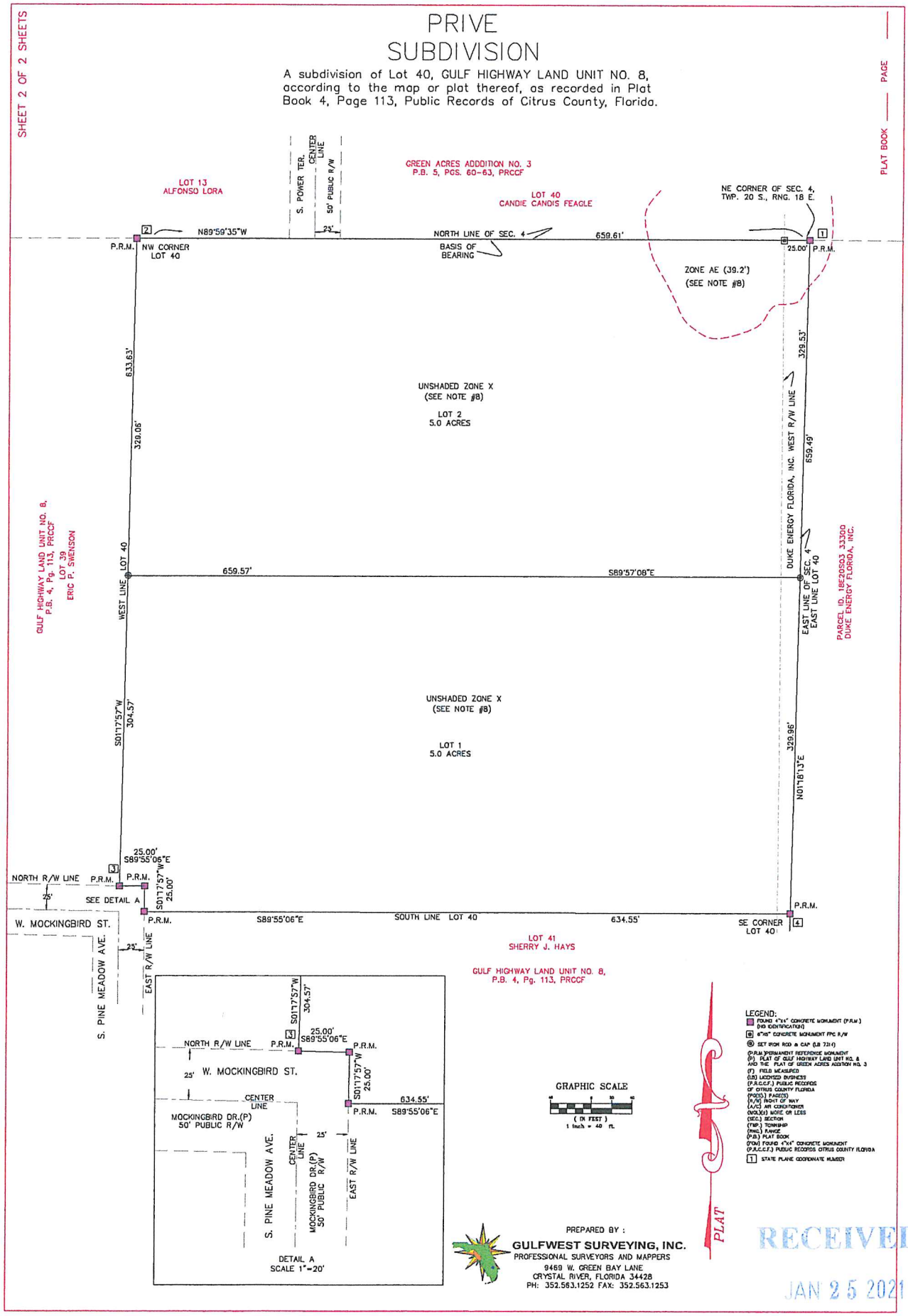
Attachment: Applicant's submittal (12782 : 5:01 PM PUD-21-01 – Eileen Prive)

SHEET 2 OF 2 SHEETS

PRIVE SUBDIVISION

A subdivision of Lot 40, GULF HIGHWAY LAND UNIT NO. 8, according to the map or plat thereof, as recorded in Plat Book 4, Page 113, Public Records of Citrus County, Florida.

PLAT BOOK ____ PAGE ____



PREPARED BY :
GULFWEST SURVEYING, INC.
PROFESSIONAL SURVEYORS AND MAPPERS
9469 W. GREEN BAY LANE
CRYSTAL RIVER, FLORIDA 34428
PH: 352.563.1252 FAX: 352.563.1253

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LEGAL DESCRIPTION:

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Begin at the NE corner of Section 4, Township 20 South, Range 18 East, Citrus County, Florida; thence N 89° 59' 35" W along the North line of said Section 4, 659.61 feet to the NW corner of Lot 40 of Lot 40, GULF HIGHWAY LAND UNIT NO. 8, according to the map or plat thereof, as recorded in Plat Book 4, Page 113, Public Records of Citrus County, Florida; thence departing said North line S 01° 17' 57" W along the West line of said Lot 40, 633.63 feet to the North right-of-way line of W. MOCKINGBIRD ST. (MOCKINGBIRD DR. a 50 foot wide public road per said plat); thence S 89° 55' 06" E along said North right-of-way line, 25.00 feet to the intersection of the East right-of-way line of S. PINE MEADOW AVE. (MOCKINGBIRD DR. a 50 foot wide public road per said plat); thence S 01° 17' 57" W along said East right-of-way line, 25.00 feet to the South line of said Lot 40; thence departing said East right-of-way line, S 89° 55' 06" E along said South line of said Lot 40, 634.55 feet to the SE corner of said Lot 40 and the East line of the aforementioned Section 4; thence N 01° 18' 13" E along the East line of said Lot 40 and said Section 4, 659.49 feet to the POINT OF BEGINNING. Containing 10.0 acres.

PRIVE SUBDIVISION

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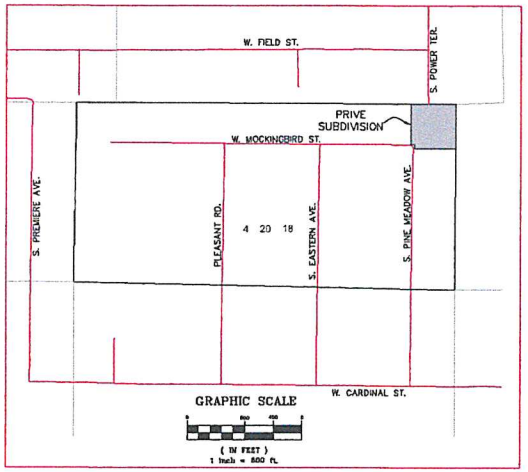

LOCATION MAP
SCALE: 1" = 800'
SECTION 4, TOWNSHIP 20 SOUTH, RANGE 18 EAST
CITRUS COUNTY, FLORIDA

SURVEYOR'S NOTES:
1. BEARINGS SHOWN ARE BASED ON THE PLAT OF GULF HIGHWAY LAND UNIT NO. 8, PLAT BOOK 4, PAGE 113, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA WITH THE NORTH LINE OF SECTION 4, TOWNSHIP 20 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA BEING N 89°59'31" W.
2. ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 120170 0179D, DATED SEPTEMBER 28, 2014, THIS PROPERTY LIES IN FLOOD ZONES X. (FLOOD ZONE X IS DESCRIBED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY) AND AE (WITH A BASE FLOOD ELEVATION OF 39.20 FOOT NAVD 88 ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY
3. THIS PROJECT WILL BE SERVICED BY PRIVATE WELL AND SEPTIC SYSTEMS. IF FUTURE CENTRAL WATER AND/OR SEWER BECOME AVAILABLE THIS PROJECT IS REQUIRED TO CONNECT WITHIN 365 DAYS OF NOTIFICATION.
5. HORIZONTAL COORDINATE VALUES SHOWN HEREON REFLECT FLORIDA STATE PLANE COORDINATES WEST ZONE AND ARE REFERENCED TO THE NORTH AMERICAN DATUM OF 1983 (NAD83), ADJUSTMENT OF 1990.
6. ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES.
7. NO NEW STREETS OR WATER RETENTION AREAS HAVE BEEN CREATED BY THIS PLAT.
8. APPROXIMATE LOCATION OF FLOOD ZONES SHOWN HEREON WERE SCALED FROM FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY) RATE MAP AND HAS NOT BEEN VERIFIED BY FIELD MEASUREMENTS.
8. EACH LOT SHALL RETAIN 50% OPEN SPACE PER CITRUS COUNTY.

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.

CLERK'S CERTIFICATE:
I HEREBY CERTIFY THAT THE ATTACTHED PLAT CONFORMS WITH THE PROVISIONS OF CHAPTER 177, PART 1, FLORIDA STATUTES., AND THAT SAID PLAT HAS BEEN FILED IN PLAT BOOK _____ PAGES _____ AND _____ OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA AT _____ ON _____, 2020, FILE NO. _____

BY: _____
FOR ANGELA VICK
CLERK OF THE CIRCUIT COURT

CERTIFICATE OF SURVEYOR AND MAPPER:
I HEREBY CERTIFY THAT THIS PLAT OF "PRIVE SUBDIVISION" IS A TRUE AND CORRECT REPRESENTATION OF LANDS AS RECENTLY SURVEYED AND PLATTED UNDER MY DIRECTION; THAT THE PERMANENT REFERENCE MONUMENTS AS SHOWN HEREON WERE IN PLACE AS OF THE __th DAY OF _____, 2020, AND THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF CHAPTER 177, PART 1, FLORIDA STATUTES AND THE CITRUS COUNTY LAND DEVELOPMENT CODE, CHAPTER 11-035.

BY: _____ DATE: _____
WALLACE L. HIGGINS, P.S.M. FOR GULFWEST SURVEYING, INC.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NO. 5632
LICENSED BUSINESS NO. 7314

STATE PLANE COORDINATE VALUES		
NO.	NORTH	EAST
1	1,614,793.88	495,497.68
2	1,614,793.00	494,838.08
3	1,614,160.01	494,824.71
4	1,614,134.62	495,483.46

PREPARED BY :
GULFWEST SURVEYING, INC.
PROFESSIONAL SURVEYORS AND MAPPERS
9469 W. GREEN BAY LANE
CRYSTAL RIVER, FLORIDA 34428
PH: 352.563.1252 FAX: 352.563.1253

OWNERS DEDICATION:
KNOW ALL MEN BY THESE PRESENTS, EILEEN M. PRIVE, THE OWNER IN FEE SIMPLE OF THE LANDS LOCATED IN CITRUS COUNTY, FLORIDA, HEREON DESCRIBED, HAVE CAUSED TO BE MADE THIS PLAT TITLED "PRIVE SUBDIVISION" AND THAT NO NEW ROADS ARE BEING DEDICATED OR CREATED AS PART OF THIS PLAT.

SIGNED AND ATTESTED TO BY THE PERSONS NAMED BELOW HERETO ON THIS _____ DAY OF _____ 2020

BY: _____
EILEEN M. PRIVE

_____
PRINTED NAME

ATTEST: _____
PRINTED NAME

ATTEST: _____
PRINTED NAME

NOTARY ACKNOWLEDGMENT:
STATE OF _____
COUNTY OF _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ 2020, BY EILEEN M. PRIVE, OWNER OF SAID LANDS, WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION AND DID NOT TAKE AN OATH.

DATE : _____ SIGNED : _____
NOTARY PUBLIC, STATE OF _____
MY COMMISSION EXPIRES
COMMISSION NO.:

ABSTRACTOR'S CERTIFICATE:
I HEREBY CERTIFY THAT EILEEN M. PRIVE, OWNER OF RECORD OF THE LANDS HEREBY PLATTED, THAT THERE ARE NO DELINQUENT TAXES ON SAID LANDS, AND THAT THERE ARE NO MORTGAGE HOLDERS OF RECORD OTHER THAN AS SHOWN AND THAT THERE ARE NO ADDITIONAL EASEMENTS OR ENCUMBRANCES AFFECTING SAID LANDS.

BY: _____ DATE:
_____ COMPANY:
PRINTED NAME

APPROVAL OF OFFICIALS:
BY: _____ COUNTY ENGINEER
BY: _____ DIRECTOR OF PUBLIC WORKS
BY: _____ DIRECTOR OF ENVIRONMENTAL HEALTH
BY: _____ LAND DEVELOPMENT DIRECTOR

APPROVED AS TO FORM AND SUBSTANCE:
BY: _____ DATE: _____
DENISE A. DYMOND LYN, COUNTY ATTORNEY

COUNTY COMMISSION'S APPROVAL:
THE BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA DOES HEREBY APPROVE THIS PLAT FOR RECORDING IN THE PUBLIC RECORDS AND ACCEPTS THE FOREGOING DEDICATION.

BY: _____ BY: _____
FOR ANGELA VICK
CLERK OF THE CIRCUIT COURT
SCOTT E. CARNAHAN
CHAIRMAN OF THE BOARD

COUNTY SURVEYOR'S APPROVAL:
I HEREBY CERTIFY THAT I AM A PROFESSIONAL SURVEYOR AND MAPPER, EMPLOYED BY CITRUS COUNTY, FLORIDA, AND I HAVE REVIEWED THE SURVEY AND PLAT FOR CONFORMITY TO CHAPTER 177, PART 1, OF THE FLORIDA STATUTES AND I HEREBY CERTIFY THAT SAID SURVEY AND PLAT COMPLY WITH THE REQUIREMENTS OF CHAPTER 177, PART 1 OF THE FLORIDA STATUTES AND THE CITRUS COUNTY LAND DEVELOPMENT CODE, CHAPTER 11-035.

_____ DATE SIGNED: _____
MARK T. THOMAS, P.S.M. NO. 5151
CITRUS COUNTY SURVEY SECTION CHIEF

PLAT BOOK _____ PAGE _____

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PUD-21-01
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PRIVE
REPLAT

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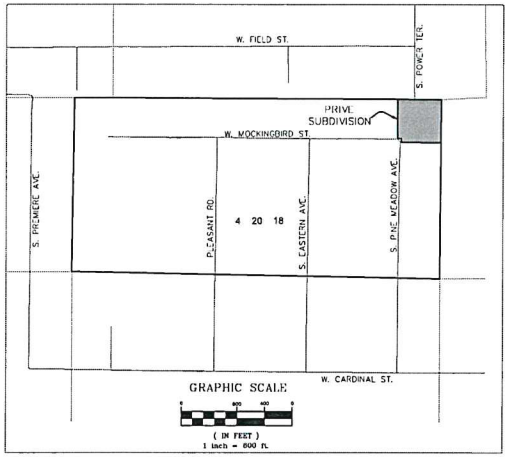

LOCATION MAP
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BY: _____
FOR ANGELA VICK
CLERK OF THE CIRCUIT COURT

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BY: _____ DATE: _____
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PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NO. 5832
LICENSED BUSINESS NO. 7314

PREPARED BY :
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PROFESSIONAL SURVEYORS AND MAPPERS
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PH: 352.563.1252 FAX: 352.563.1255

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SIGNED AND ATTESTED TO BY THE PERSONS NAMED BELOW HERETO ON THIS _____ DAY OF _____, 2020

BY: _____ ATTEST: _____
EILEEN M. PRIVE PRINTED NAME
PRINTED NAME

ATTEST: _____
PRINTED NAME

NOTARY ACKNOWLEDGMENT:
STATE OF _____
COUNTY OF _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2020, BY EILEEN M. PRIVE, OWNER OF SAID LANDS, WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION AND DID NOT TAKE AN OATH.

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NOTARY PUBLIC, STATE OF _____
MY COMMISSION EXPIRES
COMMISSION NO.:

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BY: _____ DATE: _____
PRINTED NAME COMPANY: _____

APPROVAL OF OFFICIALS:
BY: _____ COUNTY ENGINEER
BY: _____ DIRECTOR OF PUBLIC WORKS
BY: _____ DIRECTOR OF ENVIRONMENTAL HEALTH
BY: _____ LAND DEVELOPMENT DIRECTOR

APPROVED AS TO FORM AND SUBSTANCE:
BY: _____ DATE: _____
DENISE A. DYMOND LYN, COUNTY ATTORNEY

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BY: _____ BY: _____
FOR ANGELA VICK SCOTT E. CARNAHAN
CLERK OF THE CIRCUIT COURT CHAIRMAN OF THE BOARD

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_____ DATE SIGNED: _____
MARK T. THOMAS, P.S.M. NO. 5151
CITRUS COUNTY SURVEY SECTION CHIEF

PLAT BOOK _____ PAGE _____

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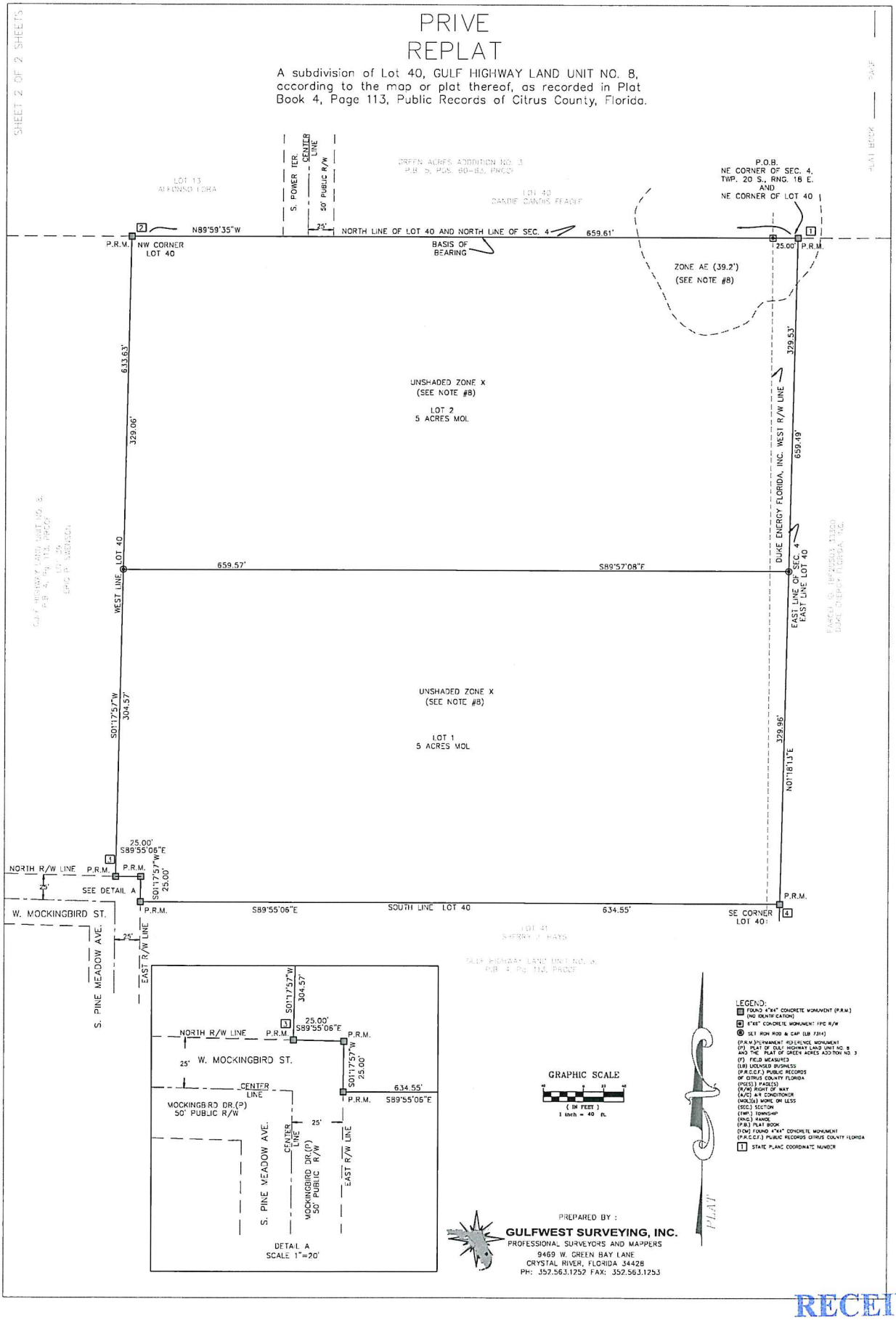

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Land Develop

Attachment: Applicant's submittal (12782 : 5:01 PM PUD-21-01 – Eileen Prive)

Land Development Division

3600 West Sovereign Path, Suite 140

Lecanto, FL 34461

Reference Application PUD-21-01

March 3,2021

Dear Board Members,

My name is Ann E Griskus and I am the owner of 4274 W. Field St Green Acres Lot 12.

PC Code	9900 - NON AG
Bldg Counts	Res 0 / MH 0 / Comm 0
Nbhd	5605 - GREEN ACRES CARDINAL STREET AREA
Tax District	0000 - COASTAL RIVERS BASIN
Subdivision	000800 - GREEN ACRES UNIT 3
Short Legal	GREEN ACRES ADD 3 PB 5 PG 60 LOT 12
Est. Parcel Sqft	225,254
Est. Parcel Acres	5.17
Map SC-TW-RG	32-19S-18E

This property is within the 500 feet the requested application PUD-21-01 and I wish to object to the application.

I am NOT in favor of subdividing Lot 40 of Gulf Highway Land Unit 8, PB 4, PG 113 Address 6089 S. Pine Meadow Ave Homosassa Fl. Since I purchased lot on 4274 W. Field St in 1999 it has always been my plan to retire to this area. My retirement is approaching (within the next 5 years) I do not wish to see the area grow with more houses and loose its rural charm.

I ask that my remarks be read into the minutes of the meeting discussion for PUD-21-01 application.

I Thank you for your time.

Regards

Ann E Griskus

6 Second St

Southwick, MA 01077

RECEIVED

MAR 08 2021

PUD-21-01

Land Development Division

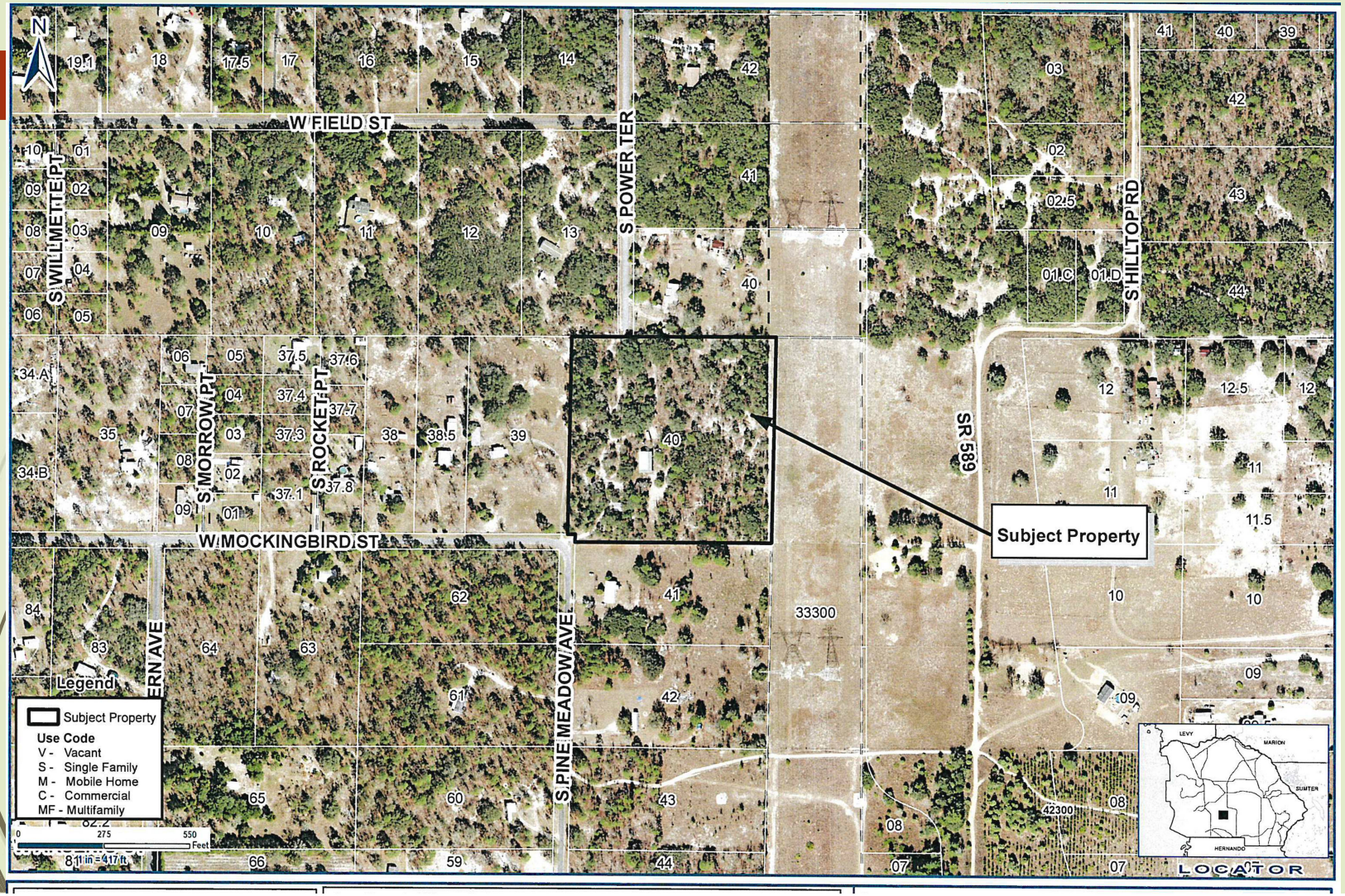
Attachment: Public Input (12782 : 5:01 PM PUD-21-01 – Eileen Prive)

PUD-21-01Eileen Prive

6089 S. Pine Meadow Ave., Homosassa, Florida

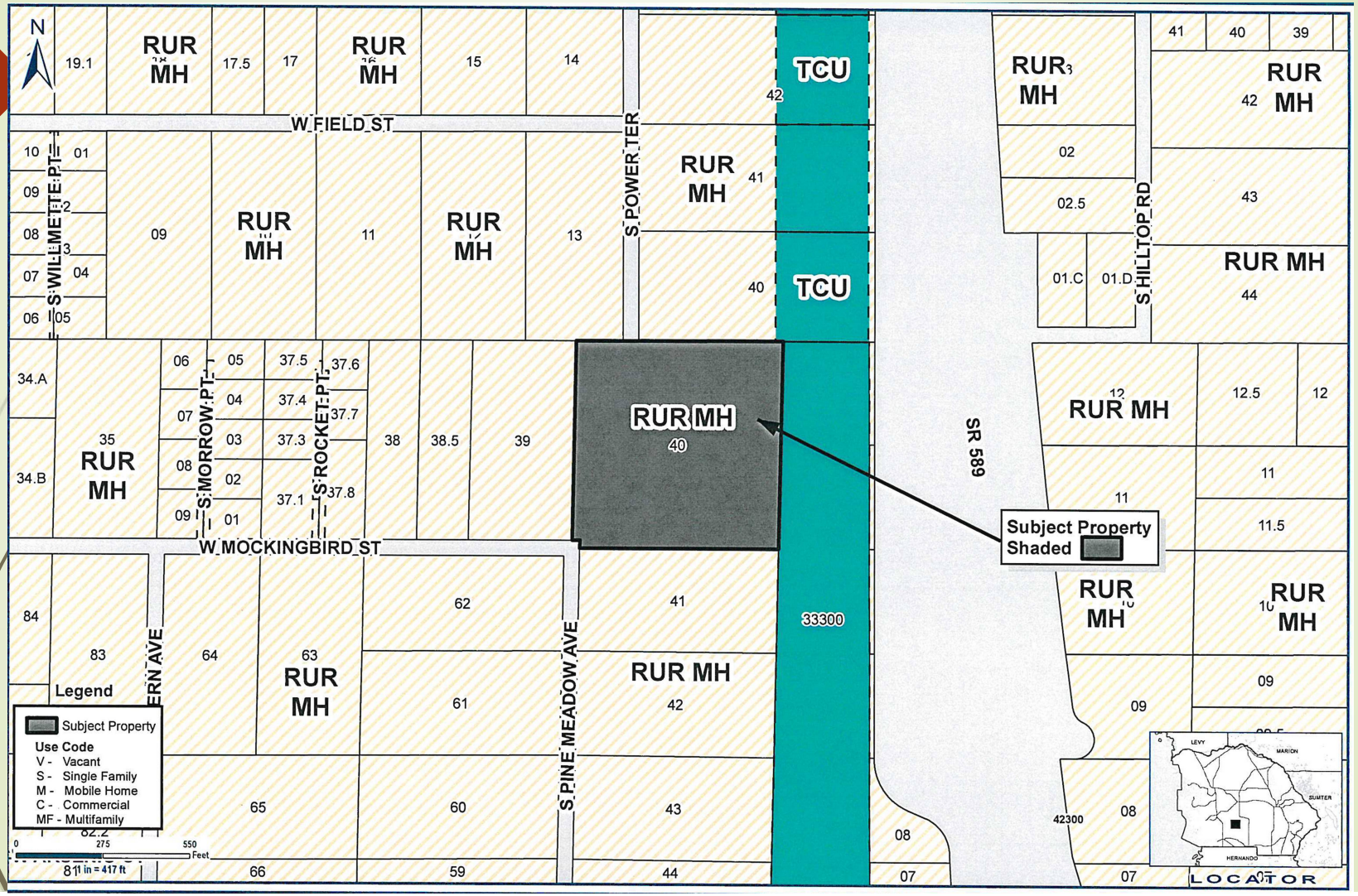
Attachment: BCC staff PowerPoint (12782 : 5:01 PM PUD-21-01 – Eileen Prive)

Aerial

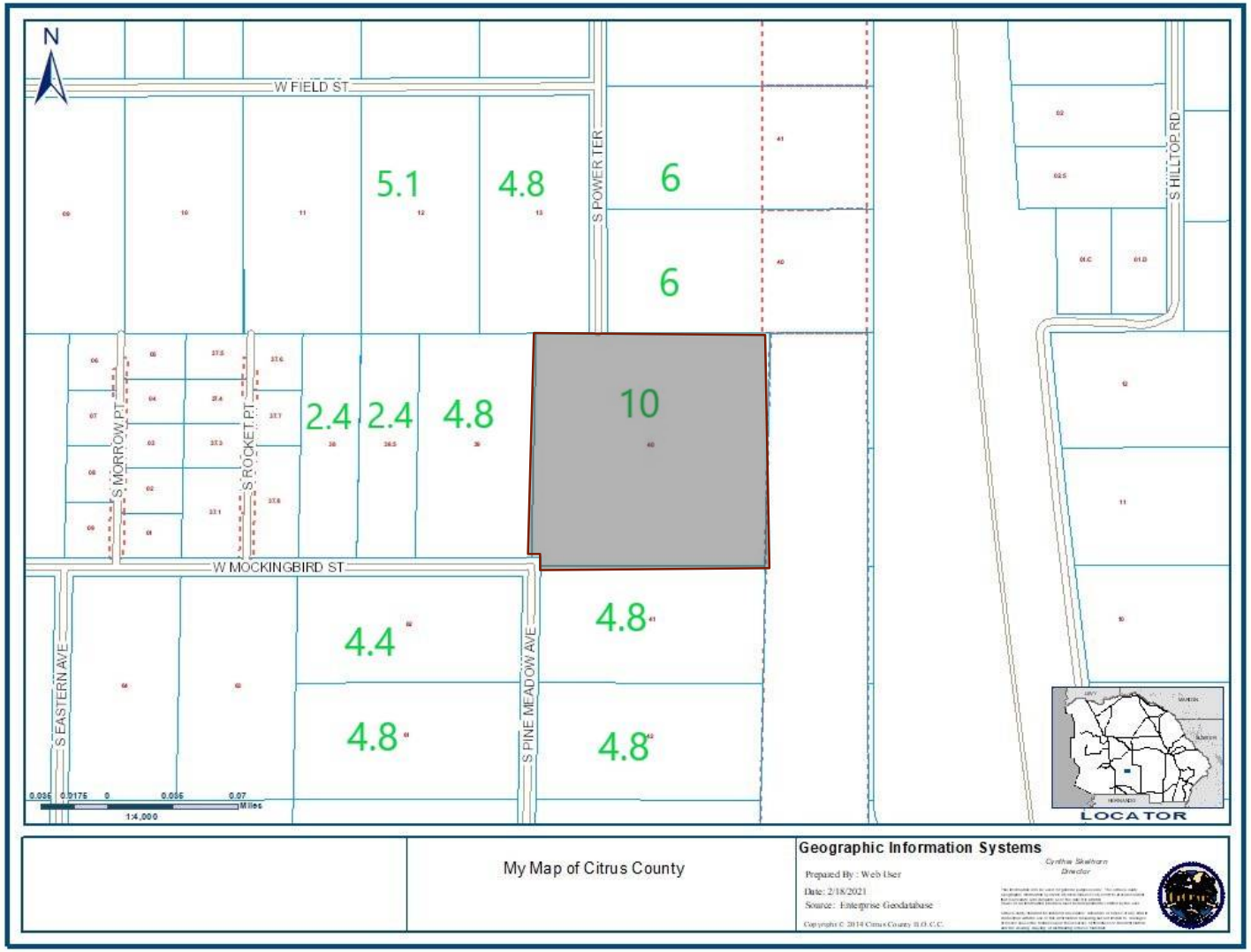


Attachment: BCC staff PowerPoint (12782 : 5:01 PM PUD-21-01 – Eileen Prive)

Zoning



Attachment: BCC staff PowerPoint (12782 : 5:01 PM PUD-21-01 – Eileen Prive)



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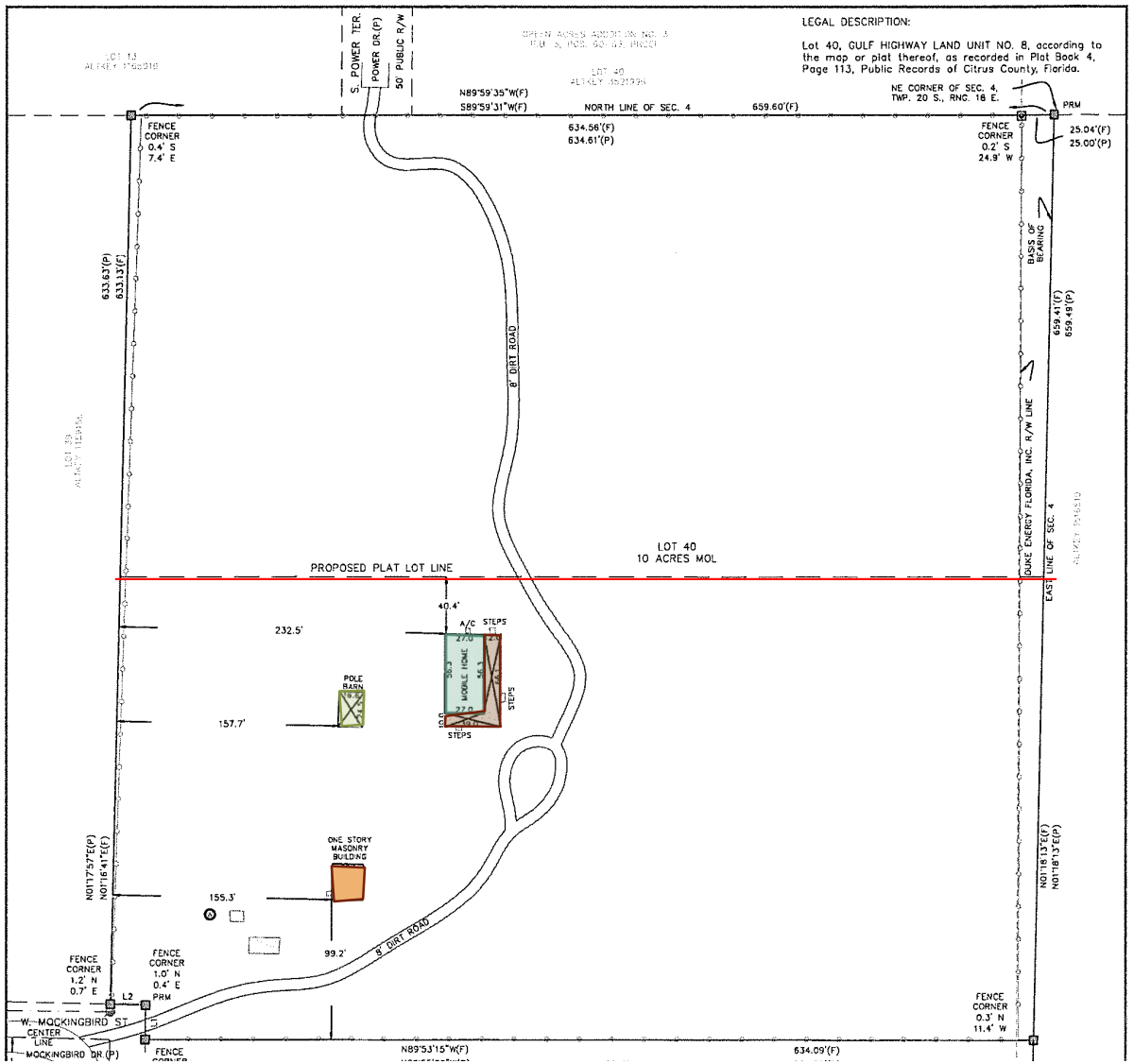
F MEADOW AVE
MOCKINGBIRD

Attachment: BCC staff PowerPoint (12782 : 5:01 PM PUD-21-01 – Eileen Prive)



Attachment: BCC staff PowerPoint (12782 : 5:01 PM PUD-21-01 – Eileen Prive)

STAFF: The applicant requested to vacate a drainage and utility easement lying between lots 6 and 7 in Crystal Manor, Unit 2. Mr. Hochadel's presentation included a map showing the approximate location of the easement. The applicant owns both lots and plans to utilize them both as one homesite. There is a pending permit in the Building Department for a dwelling unit on lot 7 as well as an accessory unit proposed on lot 6. The utility companies responded to this request and had no objections or concerns. Based on the review and supporting documentation, the request is consistent with the Comprehensive Plan and Land Development Code.

PROPONENT: None.

OPPONENT: None.

COMMISSION COMMENTS: None.

MOTION: The Planning and Development Commission finds application number ***PV-21-02 CONSISTENT*** with the Citrus County Comprehensive Plan and Citrus County Land Development Code and that this Board recommends ***APPROVAL*** of the application to the Board of County Commissioners based upon the evidence and testimony presented, and the staff report and conclusions regarding this petition.

MOTION:

1st Mr. Bramblett 2nd Ms. Worthington

VOTE: 7 - 0, Motion Carried

2. PLANNED UNIT DEVELOPMENT

a. PUD-21-01 Eileen Prive

REQUEST: This request is to subdivide a 10-acre parcel into two, five-acre parcels in the Rural Residential District.

LOCATION: Section 4, Township 20 South, Range 18 East; Lot 40 of Gulf Highway Land Unit 8, PB 4, PG 113, (AK 1159164), which address is 6089 S. Pine Meadow Ave., Homosassa, Florida.

STAFF CONTACT: Miranda Anaya, Senior Planner, Land Development Division

INTRODUCTION: Ms. Wright's overview included an aerial view of the subject property and surrounding area, photos of the subject property and surrounding

Attachment: April 1, 2021, PDC minutes (12782 : 5:01 PM PUD-21-01 – Eileen Prive)

area, a boundary survey and a resubmitted survey showing the improvements and the proposed lot line as submitted by the applicant.

APPLICANT: Michael and Eileen Prive stated that they own a 10-acre parcel with one home situated on the property. Their request is to split the property into two five-acre parcels (one parcel for each of their sons). The property gains access from two county-maintained roads (S. Pine Meadow Terrace and S. Power Terrace). The parcels in the surrounding area are approximately four to six acres in size. The applicants do not want to place multiple homes on the five-acre parcels.

QUESTIONS FROM STAFF: None.

COMMISSION QUESTIONS/COMMENTS: None.

STAFF: Ms. Anaya stated that the applicants are requesting to amend the Land Use Atlas Map to establish a Planned Unit Development for two five-acre parcels. Ms. Anaya's presentation included an aerial view of the subject property and surrounding area, photos of the subject property and surrounding area, a boundary survey that was submitted with PLT-21-04 and a resubmitted boundary survey showing the proposed lot line. The property can be accessed from two roadways, S. Pine Meadow Avenue and S. Power Terrace.

Most of the parcel sizes in the surrounding area are approximately four to six acres; there are a few parcels that are two acres. Most of the area are single-family homes. Duke Energy power lines are located to the east of the property.

The Land Development Code and the Comprehensive Plan state that Rural Residential District must have a density of one unit per 10 acres, but with a PUD, it can be one unit per five acres with a 50 percent open space. Ms. Anaya proposed suggested conditions. She stated there was an amendment to the date of the Master Plan to be March 3, 2021.

COMMISSION QUESTIONS: None.

PROPONENT: None.

OPPONENT: None.

COMMISSION COMMENTS:

Mr. Bramblett stated that he was in favor of this application as all the findings of fact were positive and were consistent with the Land Development Code and Comprehensive Plan.

Mr. Facemyer stated that he was in favor of this application.

Attachment: April 1, 2021, PDC minutes (12782 : 5:01 PM PUD-21-01 – Eileen Prive)

Ms. Worthington agreed.

MOTION: The Planning and Development Commission finds application number ***PUD-21-01 CONSISTENT*** with the Citrus County Comprehensive Plan and Citrus County Land Development Code and that this Board recommends ***APPROVAL WITH AMENDED CONDITIONS*** of the application to the Board of County Commissioners based upon the evidence and testimony presented, and the staff report and conclusions regarding this petition.

MOTION:

1st Mr. Bramblett 2nd Ms. Worthington

Chairman Facemyer requested staff read the amended condition into the record. Ms. Anaya read the suggested condition:

1. The Planned Unit Development (PUD) shall allow for a density of one unit per five acres in the Rural Residential District as outlined on the Master Plan date-stamped received March 3, 2021, by the Land Development Division. Construction shall take place in accordance with the criteria and requirements of the Citrus County Land Development Code, unless as otherwise outlines within these conditions.

VOTE: 7 - 0, Motion Carried

K. ADDITIONAL ITEMS:

Training for the PDC members was presented by the County Attorney.

L. PLANNING AND DEVELOPMENT COMMISSION MEMBER COMMENTS: None.

M. ADJOURN

The Planning and Development Commission adjourned at 11:00 a.m.

Respectfully submitted,

Cheryl Burton, Recording Secretary

Attachment: April 1, 2021, PDC minutes (12782 : 5:01 PM PUD-21-01 – Eileen Prive)