

**AGENDA
REGULAR MEETING
ENGLEWOOD WATER DISTRICT BOARD OF SUPERVISORS
201 SELMA AVENUE, ENGLEWOOD, FL 34223
MAY 4, 2023 @ 8:30 A.M.**

Board of Supervisors:

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

Staff:

Ray Burroughs, Administrator
Robert H. Berntsson, District Counsel
Dewey Futch, Water Operations Manager
David Larson, Wastewater Operations Manager
Keith R. Ledford Jr., P.E., Technical Support Manager
Lisa Hawkins, Finance Director (absent)
Teresa Herzog, Executive Assistant

1. PLEDGE OF ALLEGIANCE & ROLL CALL
2. ANNOUNCEMENTS – Additions or Deletions
3. SERVICE AWARDS
 - a. Mark Morris, Construction Coordinator – 15 years
4. PUBLIC INPUT

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

CARDS MUST BE SUBMITTED PRIOR TO THE COMMENCEMENT OF THE MEETING

5. PRESENTATIONS
6. CONSENT SECTION
 - a. Minutes of the Regular Meeting dated April 13, 2023
Recommended Action: Approve the meeting Minutes.
 - b. Big W Law Invoice dated April 25, 2023
Recommended Action: Approve the Attorney's Invoice in the amount of \$1,875.00.
 - c. WRF Security Fence and Gates Replacement
Recommended Action: Approve the amendment to the FY2023 in the amount of \$175,000 and authorize the Administrator to approve the requisition for Stewart Tennis Courts & Fencing, Inc. in the amount of \$173,553.00, piggybacking Charlotte County Contract #2022000552.
 - d. Lift Stations Fence and Gate Replacement
Recommended Action: Approve the amendment to the FY2023 in the amount of \$45,000.00 and authorize the Administrator to approve the requisition for Stewart Tennis Courts & Fencing, Inc. in the amount of \$45,998.47, piggybacking Charlotte County Contract #2022000552.
7. ACTION ITEMS

8. DISCUSSION
9. ADMINISTRATOR'S REPORT – Ray Burroughs
 - a. WATER OPERATIONS MANAGER – Dewey Futch
 - b. WASTEWATER OPERATIONS MANAGER – David Larson
 - c. TECHNICAL SUPPORT MANAGER – Keith R. Ledford Jr., P.E.
 - d. FINANCE DIRECTOR – Lisa Hawkins
 1. Financial Statements for March
 2. Investment Statements for March

10. ATTORNEY'S REPORT – Robert H. Berntsson

11. OLD BUSINESS

12. NEW BUSINESS

13. PUBLIC COMMENT – ANY TOPIC

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

14. BOARD MEMBER COMMENTS

15. ADJOURN

Anyone who decides to appeal a decision of this Board **will** need a record of the proceedings pertaining thereto and therefore may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

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

Posted 04/28/2023

BOARD AGENDA ITEM SUMMARY

6a

MEETING DATE: May 4, 2023

SUBJECT: Minutes of the Regular Meeting dated; April 13, 2023

CATEGORY: Consent

Discussion

Action

CONTACT PERSON: **Ray Burroughs**

DEPARTMENT: **Administration**

ITEM: **Request Board approval of the regular meeting minutes dated April 13, 2023.**

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

MOTION: **To approve the minutes of the regular meeting dated April 13, 2023.**

Prepared By: **Teresa Herzog**

Date: **April 26, 2023**

Approvals:

Administrator



Finance



Technical Support



Water Operations



Wastewater Operations

ACTION TAKEN BY BOARD: Denied Approved / Resolution No: _____

ATTACHMENTS: **Minutes of the regular meeting dated April 13, 2023.**

**MINUTES
REGULAR MEETING
ENGLEWOOD WATER DISTRICT BOARD OF SUPERVISORS
201 SELMA AVENUE, ENGLEWOOD, FL 34223
APRIL 13, 2023 @ 8:30 A.M.**

Board of Supervisors:

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

Staff:

Ray Burroughs, Administrator
Robert H. Berntsson, District Counsel
Dewey Futch, Water Operations Manager
David Larson, Wastewater Operations Manager
Keith R. Ledford Jr., P.E., Technical Support Manager
Lisa Hawkins, Finance Director
Teresa Herzog, Executive Assistant

1. The meeting began with the Pledge of Allegiance and roll call to establish a quorum.
2. ANNOUNCEMENTS – Addition – Action item 7g; Hurricane Ian Building Repairs-Budget Amendment & Roofing Contractors Approval
3. SERVICE AWARDS – With gratitude, Chair Meals presented Administrator, Ray Burroughs, with a 5-year service award.

4. PUBLIC INPUT - None

5. PRESENTATION

a. Employee Benefits Committee Recommendation – Heather Bagshaw, Committee Chair. Ms. Bagshaw reviewed the PRM document distributed with the board packet. She explained this is to move forward with submitting an application to PRM. Following acceptance into the group, EWD will receive a quote. We can then decide to move forward with joining the group or decline. Minor discussion ensued followed by a motion.

Ms. Crampton moved, **“to allow EWD to move forward with submitting an application to PRM to become members of their health insurance group,”** seconded by Ms. Gaver.

UNANIMOUS

23-04-13 A

Attorney Berntsson clarified the motion, it is not to become a member of the group but rather applying to become a member of the organization.

6. CONSENT SECTION – Mr. Stern moved, **“to approve the consent agenda as presented,”** seconded by Ms. Wright.

- a. Minutes of the Regular Meeting dated March 2, 2023 **23-04-13 CS A**
- b. Big W Law Invoice dated March 16, 2023 **23-04-13 CS B**
- c. Bryant, Miller, Oliver Invoice dated April 4, 2023 **23-04-13 CS C**
- d. Beachwalk by Manasota Key Utility Easement Acceptance **23-04-13 CS D**
- e. San Casa Multi-Family Utility Easement Acceptance **23-04-13 CS E**

UNANIMOUS

7. ACTION ITEMS

a. Administrator's Annual Review – Each board member read their evaluation of Mr. Burroughs, all had favorable remarks. There were recommendations of both a 5% and 6% increase in his compensation.

Mr. Stern moved, **“we adjust Ray’s compensation up 6%,”** seconded by Ms. Crampton for discussion. Following discussion, Ms. Crampton retracted the second. Mr. Stern moved, **“adjust it to 5%,”** seconded by Ms. Gaver.

Mr. Burroughs thanked the board for their kind words and support then commended staff for their hard work.

UNANIMOUS

23-04-13 B

b. Approval of the Annual Audit – Mr. Burroughs introduced the item. This is to accept as presented, the Audited Financial Statements as of and for the years ended September 30, 2022 and 2021 and the Auditor's Discussion and Analysis dated September 30, 2022, in accordance with Section 10 of the Enabling Act.

Ms. Gaver moved, **“to approve the Annual Audit,”** seconded by Ms. Wright.

UNANIMOUS

23-04-13 C

c. Ratification of Emergency Procurement; Elevated Tank Repair & Membrane Element Purchase – Mr. Burroughs introduced the item.

1) The elevated tank was inspected after Hurricane Ian because there were concerns of its integrity. The tank suffered damage to the structural wind rods requiring a handful of them to be removed. Upon further inspection, it was recommended that the wind rods and turn buckles be replaced before the start of Hurricane season 2023 (June 1st). The required repairs cost approximately \$75,000 which is above my \$35,000 authority.

2) Train C at that RO Plant has been out of service for approximately one year while repairs were made to the high-pressure pump. Once placed back into service, staff discovered additional issues to the train causing it to make non-spec water. Staff believes the issue is due to membrane fouling from sitting idle for approximately one year. One of the membranes has been sent out for autopsy to confirm but staff believes it would be in the best interest of the District to purchase replacement membranes for this train. Should the autopsy determine that the membranes are still viable, they can be stored until needed for another train. RFB 2022-130 Membrane Element for Reverse Osmosis Plant was competitively bid in April 2022 and was awarded to Consolidated Water Solutions. With acceptance of Modification 1 of this bid, the supplier has agreed to hold the price at the original 2022 bid price of \$448.00 per unit of the membrane element, with a freight charge of \$1,307.04 for the 96 units to be purchased. The total amount for this requisition is \$44,315.04 which is above my \$35,000 authority.

Ms. Wright moved, **“to approve as read,”** seconded by Mr. Stern.

UNANIMOUS

23-04-13 D

Full motion read: To ratify the Notice of Emergency Procurement, executed by Vice-Chair Stern, dated March 17, 2023 1) approval of the elevated tank repair by Industrial Painting Services in the amount of \$75,000 & 2) approval of the membrane element purchase from Consolidated Water Solutions in the amount of \$44,315.04. Funds to come from the water revenues.

d. Ratification of Emergency Replacement; Elevated Tank Stand Pipe Replacement
Mr. Burroughs introduced the item. Following the Notice of Emergency Procurement Memo dated March 17, 2023 and approved by Vice-Chair Stern, Industrial Painting Service met with Water Operations Manager, Dewey Futch to measure the wind and needle rods to the center pipe riser (AKA stand pipe). During this process, the stand pipe was found to be dangerously corroded which presents a substantial risk of loss to the District and requires emergency action. As per the Enabling Act, the requirement of competitive bidding or proposals can be waived if there is an immediate danger. In review of the inspection letter written by John Coffman, I feel this situation fits the criteria of an immediate danger to both the District and staff. I requested the Chair approve this emergency replacement of the elevated tank stand pipe so work can begin ASAP. Replacement of the stand pipe will be done in conjunction with the replacement wind rods prior to the start of Hurricane season 2023 (June 1st). The required replacement costs approximately \$93,000 which is above my \$35,000 authority. Funding for this project will be taken from the CIP budget line-item Elevated Tank Riser Pipe Replacement.

Mr. Stern moved, **“to approve as presented,”** seconded by Ms. Gaver.

UNANIMOUS

23-04-13 E

Full motion read: To ratify the Notice of Emergency Procurement, executed by Chair Meals, dated March 26, 2023: 1) approval of the elevated tank center pipe riser (AKA stand pipe) replacement by Industrial Painting Services in the amount of \$93,000. Funds to come from the CIP budget.

e. Vacuum Station V-1 Generator Replacement – Mr. Burroughs introduced the item. The generator currently installed at Vacuum Station V-1 was manufactured in 2001. With the other improvements happening at V-1, it is time for the generator to be replaced. Staff recommends purchasing the 200kW Blue Star Generator, Model JD 200-01 from Mid Florida Diesel, utilizing Florida Sheriffs Association Bid FSA 20-EQU.18.0, expiring September 30, 2023. The proposal includes an upgrade from a 24-hour fuel tank to a 48-hour and also includes installation and freight. Anticipated delivery is between 46-52 weeks.

Mr. Stern moved, **“to approve as presented,”** seconded by Ms. Crampton. Chair Meals suggested any additional older generators be identified now so replacements can be ordered because delivery is a year out.

UNANIMOUS

23-04-13 F

Full motion read: To authorize the purchase of 1 200kW Blue Star Generator, Model JD 200-01 from Mid Florida Diesel for the amount of \$81,505.00, piggybacking Florida

Sheriffs Association Bid FSA 20-EQU.18.0, expiring September 30, 2023. Funds to come from the FY23 CIP.

f. BOA Swap Agreement Resolution – Ms. Hawkins distributed an additional document prior to the start of the meeting. Mr. Burroughs introduced the item. The District has decided to move forward with adhering to the ISDA Fallback Protocol on its existing swaps. This process will allow the District to convert the benchmark on the swaps from 1 Month LIBOR to Daily SOFR as the new benchmark index prior to the cessation of LIBOR on June 30, 2023. In order to complete this process, a Resolution is necessary to authorize District staff to take the necessary steps to complete the adherence process.

Ms. Crampton moved, **“to make the motion as read,”** seconded by Mr. Stern.

Chair Meals noted that in January 2024 EWD will be debt free.

UNANIMOUS

23-04-13 G

Full motion read: To allow the Englewood Water District Chair to sign and secretary to the Board attest, the resolution pertaining to the District’s three variable to fixed interest rate swap agreements with Bank of America, N.A.

g. Hurricane Ian Building Repairs Budget Amendment & Roofing Contractors Approval – Mr. Burroughs introduced the item. There has been substantial damage to many roofs at various Districts facilities due to Hurricane Ian. Since then, staff has worked with multiple contractors to secure estimates for roofing repairs. Additionally, while some roofs were not “damaged”, they are due to be replaced, and should be replaced at this time. The two contractors that staff is recommending for award of the roofing projects are All Steel Buildings and Components, Inc. and Weatherproofing Technologies, Inc. (WTI), a subsidiary of Tremco Incorporated. WTI was selected through a competitive solicitation process through Omnia Partnership, which the District is a member of. Staff would like to utilize WTI for repairing/replacing membrane and shingle roofs and All Steel Buildings, Inc. for the metal roofs. All Steel Buildings was identified as the contractor who could repair the metal buildings in the fastest and most cost-effective way. The District will need to proceed with repairs utilizing All Steel Buildings, Inc. under exigent circumstances, to prevent substantial water damages that will inevitably occur, should the roofs not be fixed before rainy season begins, as even after the work has been awarded, it is anticipated that it will still take another 8-16 weeks to complete.

The repairs to be completed by All Steel Buildings and Components, Inc. include full roof replacement on the warehouse building, repairs to the RO Plant Expansion building, extensive repairs to the WRF Storage Building, replacement of two doors on the MCC building at the WRF, and gutter replacement and minor repairs to the Admin building. The individual scopes for these locations with the exception of the Admin building have been included. The scopes do not include permitting or bonding fees, which the District will reimburse the contractor for once costs have been determined. Staff is requesting approval for All Steel Buildings and Components, Inc. not to exceed \$900,000.

The detailed scope of work for WTI is attached but a summary of repairs includes replacement of the Admin – Board Room membrane roof, the RO Plant membrane roofs, Lime Plant membrane roofs, and replacement of the shingle roofs on Vacuum Stations V2, V4/8, and V6. Repairs also include gutter/soffit repairs at Vacuum Station V7 and all other buildings previously mentioned. While WTI’s proposal is \$858,958.74, staff is requesting approval for WTI not to exceed \$900,000 to cover various costs increases for unforeseen items that may have not been part of the original scope.

Staff is requesting approval from the Board to enable the Administrator to sign agreements with each of the Contractors, up to the approved amounts as the value of the agreements is above the Administrator’s authority to sign.

Based on the initial claim information from our insurance carrier, their estimate for these repairs is approximately \$630,000. Staff believes the final amount that the insurance carrier should cover will be closer to \$1,200,000. Additionally, the approved FY2023 budget already included \$350,000 in Production and \$100,000 in Admin for roof replacements. These funds will be transferred from their current budget account to the Disaster Recover Account to help offset these expenditures. In order to fully fund these repairs, staff is requesting an amendment to the FY2023 budget in the amount of \$1,350,000 to the Admin Disaster Recovery Account (500550-500-101).

Discussion ensued followed by a motion. Mr. Stern moved, **“to approve as presented, motions 1, 2, and 3,”** seconded by Ms. Gaver.

UNANIMOUS

23-04-13 H

Full motion read: 1) To approve an amendment to increase the FY2023 budget for the Disaster Recovery – Admin (500550-500-101) account in the amount of \$1,350,000.00. 2) To authorize the Administrator to contract with All Steel Buildings and Components Inc for building repairs on the metal buildings not to exceed \$900,000. 3) To authorize the Administrator to contract with Weatherproofing Technologies, Incorporated, (WTI) for building repairs on the remaining building with membrane and shingle roofs not to exceed \$900,000.

8. **DISCUSSION**

a. Feodor Plaza – 2411 South McCall Road Additional Fees/Liens Forgiveness Request – Mr. Burroughs introduced the item. Feodor Plaza consists of 13 units and a portion of the plaza sustained significant damage from Hurricane Ian. Because they lost a majority of their tenants after their rental units were destroyed, several of the units became delinquent. The owner of the plaza is requesting forgiveness of the additional fees and liens that have been applied to their accounts. \$115.98 in late fees, \$300.00 in off non-pay fees and \$24.50 for 1 lien fee making the total amount of this request is \$440.48. They are still working to bring all the units current on their monthly charges. Ms. Galperina was unable to attend today’s meeting because she oversees the dental office. Because a large water adjustment and late fee was previously forgiven the request was denied and a payment schedule will be offered.

9. ADMINISTRATOR'S REPORT – Ray Burroughs
a. WATER OPERATIONS MANAGER – Dewey Futch

Production:

1. Total send out for March 2023 was 113.37 MG/2022 was 103.35 MG.
2. Average send out was 3.65 MGD/2022 average send out was 3.35 MGD and the 2023 high was 4.16 MGD/2022 high was 3.73 MGD.
3. Rainfall for March 2023 was .07"/2022 was 1.12".
4. This past month at the plant we had HDR Engineering here assessing both the RO & Lime Plant for the Utility Master Plan.
5. Utility Painting Service was here assessing the elevated tank and measuring for materials. An estimate was given for the project. It will take 2-3 weeks for the riser pipe to be cut down and reinstalled and the same amount of time for the wind rods so the overall project will take approximately 6 weeks depending on weather. The materials will be sand blasted and initially painted on the ground by rolling and brushing the paint. Once installed, the welded seams will be painted in place.
6. The membranes were ordered on the 21st for Train C and arrived on the 6th.
7. Operators have been doing normal operations and general maintenance.

Distribution:

1. Distribution had 4 incidents to report:
 - a. On 3/10 the 4" water main located on Edwards St broke; repairs were made and a boil water notice was issued and rescinded on 3/12.
 - b. On 3/14 a contractor working for Frontier Communications damaged a 3" water main located at Via Calla; repairs were made and a boil water notice was issued and rescinded on 3/16.
 - c. On 3/23 EWD installed a new gate valve on a fire line located at 570 Bay Park Blvd; a boil water notice was issued to affected customers and rescinded on 3/26.
 - d. On 3/28 a 2" water main located on N. Indiana Ave broke; repairs were made and a boil water notice was issued and rescinded on 3/30.
2. 13 new single-family meters were set equaling 13 ERCs.
3. 36 radio heads were replaced.
4. 25 customer requested turn-offs were completed.
5. Lead line inventory is at 53.6% completion, last month was 47.8%.

- b. WASTEWATER OPERATIONS MANAGER – David Larson

WRF:

1. The average daily flow for March 2023 was 1.79 MGD about 100K less than last year with a peak flow of 1.99 MG for the month.
2. Staff has reached out to Evoqua to get quotes to rehab plants 1 & 2. They will not last until the new North WRF is completed.
3. The WRF has received the plant permit but there is some wording issues that need to be clarified.

4. Normal operations and maintenance are ongoing.

Collections:

1. Crews replaced two vacuum pit bottoms that were damaged when fiber optic cables were drilled through them by contractors.
2. Crews continue to repair breaks in the system due to the fiber optic cable installation in addition to normal operations and maintenance. It was noted that the fiber optic cable installation project is now complete. The contractor has moved out of the area and Frontier is being billed for the damages.

c. TECHNICAL SUPPORT MANAGER – Keith R. Ledford Jr., P.E. Mr. Ledford updated the board on grant requests we have presented. EWD has submitted to DEP grant requests for assistance following Hurricane Ian. A \$7M request for major electrical upgrades at the South WRF and a \$750K request for 6 new mobile generators. Grant applications will be reviewed by DEP in April and awarded in May.

CIP/In-house Projects:

1. North WRF – the agreement with the state for the appropriation awarded last year for \$2.5M has been signed and a kick-off meeting has been held with our DEP representative. Working with purchasing for a package to hire a consultant to start the whole process.

Developments/Projects Approved for Construction:

1. Coco Bay – final vacuum testing will be this week and next.
2. San Casa Multi-Family will be removed from the list.

Upcoming Developments/Projects:

1. Boca Royale East – a meeting was held with the engineer to determine the layout of the watermain extension and sewer mains and how they will connect.
2. Englewood Gardens – on River Rd adjacent to the assisted living facility. Documents for this project will likely be received in the next 2-3 months.

d. FINANCE DIRECTOR – Lisa Hawkins

Financial Statements:

1. February – operating revenue was \$8.750M, about \$382K more than last year. There was operating expenses of \$7.771M, about \$2M more than last year leaving an operating surplus of \$304K. There were no more significant disaster recovery expenses in February. There was about \$100K in capital contributions which was fees from San Casa and 2 new storage units.

Investment Statements:

1. February – we had \$19.838M at RBC and at Centennial Bank we had \$2.735M for a total of \$22.574M in cash and investments.

Before concluding the Administrator's report, Mr. Burroughs stated our appropriation of request for this year, \$1.5M has passed preliminary committees and he will be attending a conference in Washington DC to meet with the Representatives and remind them we need their support.

10. ATTORNEY'S REPORT – Robert H. Berntsson
 - a. Alternative to the Bid Process for Used Vehicles – The bid process to purchase

a used vehicle is no different than the process to purchase new vehicles. The same rules apply to both.

b. Ethics Training – there is a bill making its way through Congress that may make it necessary for board members of Special Districts to take an ethics training course. Attorney Berntsson will report back should it become law.

11. OLD BUSINESS – None
12. NEW BUSINESS – None
13. PUBLIC COMMENT – ANY TOPIC – None
14. BOARD MEMBER COMMENTS – Birthday well wishes were given to Ms. Crampton and all board members congratulated Mr. Burroughs on another successful year.
15. ADJOURNED @ 9:51 a.m.

Robert C. Stern Jr., Vice-Chair

APPROVED

/tlh

BOARD AGENDA ITEM SUMMARY

6b

MEETING DATE: May 4, 2023

SUBJECT: The Big W Law Attorney's Invoice dated April 25, 2023

CATEGORY: X Consent

Discussion

Action

CONTACT PERSON : Lisa Hawkins

DEPARTMENT : Finance

ITEM: **Request Board approval for payment of the Big W Law Attorney's invoice dated April 25, 2023.**

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

FISCAL IMPACT: 500311-500-101

Budget Resolution Required: yes X no

| | | |
|----------------------------|-----------|-------------------|
| Amount Budgeted | \$ | 23,000.00 |
| Year to Date Expenditures | \$ | (8,025.00) |
| Total Expenditure Required | <u>\$</u> | <u>(1,875.00)</u> |
| Remaining in Budget | <u>\$</u> | <u>13,100.00</u> |

MOTION: **To approve the Big W Law Attorney's invoice dated April 25, 2023 for services rendered March 16, 2023 through April 15, 2023 in the amount of \$1,875.00. Funds to come from water/wastewater revenues.**

Prepared By: **Teresa Herzog**

Date: **April 26, 2023**

Approvals:

Administrator



Finance

KRL

Technical Support

DR

Water Operations



Wastewater Operations

ACTION TAKEN BY BOARD: Denied Approved / Resolution No: _____

ATTACHMENTS: **The Big W Law Attorney's invoice dated April 25, 2023.**



WIDEIKIS, BENEDICT & BERNTSSON, LLC

THE BIG W LAW FIRM

3195 S. Access Road, Englewood, Florida 34224

941-627-1000

Englewood Water District
 therzog@englewoodwater.com
 201 Selma Avenue

Received 04/25/2023
 by: Englewood Water District
 @ 9:48 a.m. T. Herzog

Statement Date: 04/25/2023
 Statement No. 31286
 Account No. 8.0000

Englewood, FL 34223

Legal Services
 PO 55958

FOR PROFESSIONAL SERVICES RENDERED

| | | | Rate | Hours | |
|------------|-----|---|--------|-------|----------|
| 03/16/2023 | RHB | Review FASD alert. | 300.00 | 0.25 | 75.00 |
| 03/28/2023 | RHB | Email with Ms. Sidor; Email with Mr. Draper; Review resolution; Email with Mr. Burroughs; Email with Ms. Hawkins. | 300.00 | 0.50 | 150.00 |
| 03/29/2023 | RHB | Email with Mr. Draper; Telephone conference with Mr. Draper; Email with Ms. Wheaton. | 300.00 | 0.50 | 150.00 |
| 03/30/2023 | RHB | Email with Mr. Draper; Email with Ms. Wheaton. | 300.00 | 0.25 | 75.00 |
| 03/31/2023 | RHB | Email with Mr. Draper. | 300.00 | 0.25 | 75.00 |
| 04/04/2023 | RHB | Email with Ms. Hawkins; Email with Mr. Draper. | 300.00 | 0.25 | 75.00 |
| 04/05/2023 | RHB | Email with Ms. Wheaton; Leave detailed voice message for Ms. Wheaton. | 300.00 | 0.25 | 75.00 |
| 04/06/2023 | RHB | Telephone conference with Ms. Wheaton; Telephone conference with Ms. Herzog; Email with Ms. Herzog. | 300.00 | 0.50 | 150.00 |
| 04/07/2023 | RHB | Email with Ms. Herzog; Review agenda. | 300.00 | 0.25 | 75.00 |
| 04/12/2023 | RHB | Email with Ms. Wheaton; Email with Ms. Patel; Email with Ms. Herzog. | 300.00 | 0.25 | 75.00 |
| 04/13/2023 | RHB | Prepare for and attend Board of Supervisors Meeting; Email with Ms. Wheaton; Review Agreement for Roofing Repairs. | 300.00 | 2.75 | 825.00 |
| 04/14/2023 | RHB | Email with Ms. Hawkins; Email with Ms. Wheaton. | 300.00 | 0.25 | 75.00 |
| | | For Current Services Rendered | | 6.25 | 1,875.00 |

Recapitulation

| Timekeeper | Hours | Rate | Total |
|------------------|-------|----------|------------|
| Robert Berntsson | 6.25 | \$300.00 | \$1,875.00 |

Englewood Water District
Account No. 8.0000
RE: Legal Services

Statement Date: 04/25/2023
Statement No. 31286

| | |
|-------------------------------|-------------------|
| PREVIOUS BALANCE | \$1,500.00 |
| Total Current Work | 1,875.00 |
| <u>Payments</u> | |
| Total Payments for 04/18/2023 | -1,500.00 |
| Balance Due | <u>\$1,875.00</u> |

| Billing History | | | | | |
|-----------------|--------------|-----------------|-----------------|-----------------------|-----------------|
| <u>Fees</u> | <u>Hours</u> | <u>Expenses</u> | <u>Advances</u> | <u>Finance Charge</u> | <u>Payments</u> |
| 95,262.50 | 389.26 | 0.00 | 7.80 | 0.00 | 93,395.30 |

BOARD AGENDA ITEM SUMMARY

6c

MEETING DATE: **May 4, 2023**

SUBJECT: **WRF Security Fence and Gates Replacement**

CATEGORY: Consent

Discussion

Action

CONTACT PERSON: **Dave Larson**

DEPT: **WRF**

ITEM: **Removal of the existing security fence material and replacement of fencing and gates at the WRF.**

PURPOSE / JUSTIFICATION: **The security fence and gates at the WRF received substantial damage from Hurricane Ian. Stewart Tennis Courts & Fencing, Inc. will clear an approximately 6-foot-wide area at the existing fence line, remove approximately 4,600 feet of fence material, and install a 6-foot high, galvanized, 9-gauge fence around the perimeter of the WRF. One 12-foot double drive gate and three 30-foot double drive gates will also be installed. This project will utilize Charlotte County Fencing – Installation, Maintenance and Repairs – Annual Contract #2022000552. This project requires a budget amendment in the amount of \$175,000.00; cost exceeds the Administrator’s \$35,000 authority.**

FISCAL IMPACT:

Budget Resolution Required: yes no

Funds in Account: 500462-540-101 Ground Repairs and Maintenance





| | | |
|-----------------------------|----|---------------------|
| Amount Budgeted: | \$ | 3,000.00 |
| Year to Date Expenditure: | \$ | (2,917.50) |
| Amendment Requested: | \$ | 175,000.00 |
| Total Expenditure Required: | \$ | (173,553.00) |
| Remaining in Budget: | | 1,529.50 |

MOTION: **1) To approve an amendment to the FY2023 budget in the amount of \$175,000.00 and 2) To authorize the Administrator to approve the requisition for Stewart Tennis Courts & Fencing, Inc. in the amount of \$173,553.00, piggybacking Charlotte County Fencing – Installation, Maintenance and Repairs – Annual Contract #2022000552 expiring September 30, 2023. Funds to come from the wastewater revenues.**

Prepared By: **Teresa Herzog**

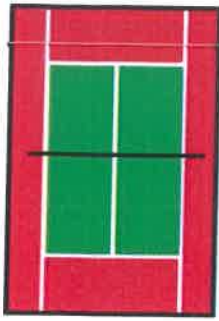
Date: **April 26, 2023**

Approvals:

| | | | | |
|---------------|---|---|--|---|
| _____ |  |  |  |  |
| Administrator | Finance | Technical Support | Water Operations | Wastewater Operations |

ACTION TAKEN BY BOARD: Denied Approved / Resolution No: _____

ATTACHMENTS: **Stewart Tennis Courts & Fencing, Inc. Quote
Charlotte County Contract #2022000552 Pricing Agreement with Stewart Tennis Court & Fencing, Inc.**



Stewart Tennis Courts & Fencing, Inc.

PO Box 485 Terra Ceia, FL 34250

Office: 941-746-7718

Fax: 941-746-7116

Toll Free: 1-800-232-3490

tim.stewarttennis@gmail.com

CBC1252242



Englewood Water District
"140 Telman Rd"
Englewood, FL 34223
Rory Moser
941-451-0298
rmoser@englewoodwater.com

Scope- Fence replacement

STCF will clear out an approximately 6-foot-wide area at the existing fence line "if needed" perimeter for new fence install. This includes removing any trees, brush and debris that might hinder new fence install. We will remove and dispose of this waste properly.

STCF will remove approximately 4,600 feet of fence material from around complex and dispose of properly. Once existing fence is removed, we will perform the following work. The new fence will be installed in sections to allow the facility to be kept secure during non-working hours. New fence will match existing fence as close as possible.

STCF will install a 6-foot high, galvanized, 9-gauge fence around perimeter of facility. Due to the nature of layout, some areas of the current fence layout may change. Fence will have 3 stranded barbwire on top for security. Corner poles will be 3", line poles will be 2 1/2". All poles will be set in concrete for stability. Top rail will be 1 5/8". Tension wire will be on the bottom and hog ringed

STCF will install one (1), 12-foot double drive gate, we will also install three (3) 20-foot double drive gates. These gates will open and close manually.

Per Charlotte County Contract #2022000552

Material costs - \$71,357.90

7% mark up on materials - \$4,995.10

1620 Man hours - \$60.00 per hour - \$97,200.00

If weather is colder than 50 degrees and our rain chances are 50%, or higher, we choose if we work that day or days.

We propose hereby to furnish material and labor- complete in accordance with above specifications in the sum of: **\$173,553.00**

All monies due upon completion of each phase. Final pay upon completion of entire job.

Any permits or engineering fees are not included in these prices. If these are required, STC&F will obtain, and supply required permits but the fees plus contractor's time are to be reimbursed by owner.

Note: The above prices and specifications are subject to change after **30** days.

Authorized Signature _____ Date: _____



March 31, 2023

Matthew Knopf,
Stewart Tennis Courts & Fencing, Inc.
651 17th St W., Suite Q,
Palmetto, FL 34221

Subject: Piggyback utilizing Bid No. 22-552 for Fencing – Installation, Maintenance and Repairs – Annual Contract; as awarded by Charlotte County

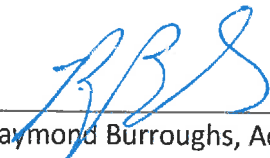
Dear Mr. Knopf,

The District's Purchasing and Inventory Control Policy 18-08-02A allows for the procurement of goods and services at the same terms, conditions and pricing established in competitively solicited contract awards by other public agencies. The District would like to utilize the agreement associated with **Bid No. 22-552**, as awarded by Charlotte County. This piggyback agreement will be effective from the last date signed by both Parties below, through **9-30-2023**, to acquire services as mentioned above. Per this agreement, there is an option to renew the contract for **two (2) additional, one (1) year periods**. Please forward any approved extensions from Charlotte County to the District, for consideration of any renewals to be granted by the District.

By signing below, **Stewart Tennis Courts & Fencing, Inc.** agrees that it will extend to the District the same pricing for all items or services awarded pursuant to the contract, and further agrees that all transactions relating to the District's procurement of said items or services shall be governed by the terms and conditions of **Bid No. 22-552**, attached hereto as **Attachment 1**, to this document.

Sincerely,
Bee Ling Wheaton
Purchasing Manager

For Englewood Water District



Raymond Burroughs, Administrator

Date: 4/12/23

For Stewart Tennis Courts &
Fencing, Inc.



Matthew Knopf, Owner

Date: 4/11/2023

BOARD AGENDA ITEM SUMMARY

6d

MEETING DATE: May 4, 2023

SUBJECT: Lift Stations Fence and Gate Replacement

CATEGORY: X Consent

 Discussion

 Action

CONTACT PERSON: **Dave Larson**

DEPT: **Collections**

ITEM: **Removal of the existing fence material and replacement of fencing and gates at 5 lift stations.**

PURPOSE / JUSTIFICATION: **The fencing and gates at many of the lift stations received substantial damage from Hurricane Ian. Collections staff have been replaced/repared the PVC fences but these 5 are chain link. Stewart Tennis Courts & Fencing, Inc. will remove/repair/replace fencing, posts and gates at these locations matching any existing fencing as close as possible. This project will utilize Charlotte County Fencing – Installation, Maintenance and Repairs – Annual Contract #2022000552. This project requires a budget amendment in the amount of \$45,000.00; cost exceeds the Administrator’s \$35,000 authority.**

FISCAL IMPACT:

Budget Resolution Required: yes X no

Funds in Account: 500550-541-101 Disaster Recovery / Collections

| | | |
|-----------------------------|----|--------------------|
| Amount Budgeted: | \$ | 1,605,000.00 |
| Year to Date Expenditure: | \$ | (1,395,197.65) |
| Open POs | \$ | (206,960.15) |
| Amendment Requested: | \$ | 45,000.00 |
| Total Expenditure Required: | \$ | (45,998.47) |
| Remaining in Budget: | | 1,843.73 |

MOTION: **1) To approve an amendment to the FY2023 budget in the amount of \$45,000.00 and 2) To authorize the Administrator to approve the requisition for Stewart Tennis Courts & Fencing, Inc. in the amount of \$45,998.47, piggybacking Charlotte County Fencing – Installation, Maintenance and Repairs – Annual Contract #2022000552 expiring September 30, 2023. Funds to come from the Disaster Recovery Fund.**

Prepared By: **Teresa Herzog**

Date: **April 28, 2023**

Approvals:

Administrator



Finance



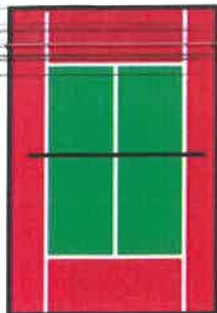
Technical Support

Water Operations

Wastewater Operations

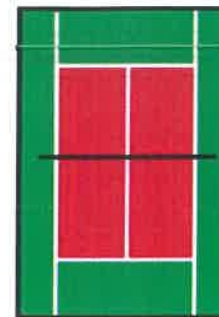
ACTION TAKEN BY BOARD: Denied Approved / Resolution No: _____

ATTACHMENTS: **Stewart Tennis Courts & Fencing, Inc. Quotes
Charlotte County Contract #2022000552 Pricing Agreement with Stewart Tennis Court & Fencing, Inc.**



Stewart Tennis Courts & Fencing, Inc.

PO Box 485 Terra Ceia, FL 34250
Office: 941-746-7718
Fax: 941-746-7116
Toll Free: 1-800-232-3490
tim.stewarttennis@gmail.com
CBC1252242



Englewood Water District
647 Old Englewood Road
Englewood, FL 34223
Rory Moser
941-451-0298
rmoser@englewoodwater.com

Scope- Fence replacement

STCF will remove approximately 35 feet of 6-foot high, galvanized chain link fence and dispose of properly. Any Damaged poles will be replaced as well. We will also rehang gates and replace gate hardware if needed. New fence will match existing fence as close as possible.

Once new fence is installed, we will install green privacy slats in fence fabric.

Per Charlotte County Contract #2022000552

Material costs - \$2,502.16

7% mark up on materials – \$175.16

96 Man hours - \$60.00 per hour - \$5,760.00

If weather is colder than 50 degrees and our rain chances are 50%, or higher, we choose if we work that day or days.

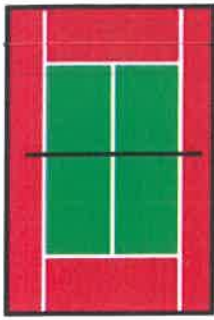
We propose hereby to furnish material and labor- complete in accordance with above specifications in the sum of: **\$8,437.32**

All monies due upon completion of each phase. Final pay upon completion of entire job.

Any permits or engineering fees are not included in these prices. If these are required, STC&F will obtain, and supply required permits but the fees plus contractor's time are to be reimbursed by owner.

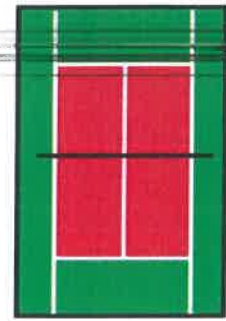
Note: The above prices and specifications are subject to change after **30** days.

Authorized Signature _____ Date: _____



Stewart Tennis Courts & Fencing, Inc.

PO Box 485 Terra Ceia, FL 34250
Office: 941-746-7718
Fax: 941-746-7116
Toll Free: 1-800-232-3490
tim.stewarttennis@gmail.com
CBC1252242



Englewood Water District
647 Old Englewood Road
Englewood, FL 34223
Rory Moser
941-451-0298
rmoser@englewoodwater.com

Scope- Fence replacement

Any Damaged poles will be replaced on the front side. We will also rehang gates and replace gate hardware if needed. New fence will match existing fence as close as possible. If gates need to be replaced, there will be a change order.

Once new fence is installed, we will install green privacy slats in fence fabric.

Per Charlotte County Contract #2022000552

Material costs - \$750.36

7% mark up on materials - \$52.53

72 Man hours - \$60.00 per hour - \$4,320.00

If weather is colder than 50 degrees and our rain chances are 50%, or higher, we choose if we work that day or days.

We propose hereby to furnish material and labor- complete in accordance with above specifications in the sum of: **\$5,122.89**

All monies due upon completion of each phase. Final pay upon completion of entire job.

Any permits or engineering fees are not included in these prices. If these are required, STC&F will obtain, and supply required permits but the fees plus contractor's time are to be reimbursed by owner.

Note: The above prices and specifications are subject to change after **30** days.

Authorized Signature _____ Date: _____



Stewart

Tennis Courts & Fencing, Inc.

PO Box 485 Terra Ceia, FL 34250

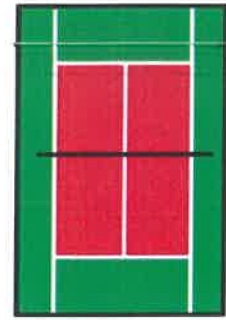
Office: 941-746-7718

Fax: 941-746-7116

Toll Free: 1-800-232-3490

tim.stewarttennis@gmail.com

CBC1252242



Englewood Water District
4055 Beach Road
Englewood, FL 34223
Rory Moser
941-451-0298
rmoser@englewoodwater.com

Scope- Fence replacement

STCF will remove approximately 20 feet of 6-foot high, green chain link and dispose of properly. We will also remove 2 gates that are damaged. We will also remove approximately 40 feet of wood fence, and dispose of properly. New fence will match existing fence as close as possible.

Once Fence is removed, STCF will replace the 20 feet of chain link, with new 9-gauge green fence. Top rail will be 1 5/8". Line posts will be 2 1/2". Corner poles, will be 3". All poles will be set in concrete. We will also replace the 10' double drive gate. Gate will be hung with a drop rod assembly in the middle. This is on the right and front side.

We will install approximately 40 feet of 5' high wood fence on the left and back side. Posts will be 4" by 4" and set in concrete. Fence will be installed for privacy.

Per Charlotte County Contract #2022000552

Material costs - \$3,352.00

7% mark up on materials - \$234.64

96 Man hours - \$60.00 per hour - \$5,760.00

If weather is colder than 50 degrees and our rain chances are 50%, or higher, we choose if we work that day or days.

We propose hereby to furnish material and labor- complete in accordance with above specifications in the sum of: **\$9,346.64**

All monies due upon completion of each phase. Final pay upon completion of entire job.

Any permits or engineering fees are not included in these prices. If these are required, STC&F will obtain, and supply required permits but the fees plus contractor's time are to be reimbursed by owner.

Note: The above prices and specifications are subject to change after **30** days.

Authorized Signature _____ Date: _____



Stewart Tennis Courts & Fencing, Inc.

PO Box 485 Terra Ceia, FL 34250

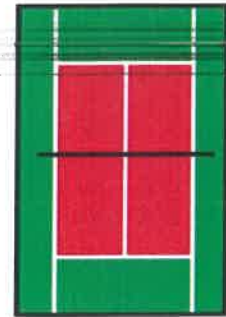
Office: 941-746-7718

Fax: 941-746-7116

Toll Free: 1-800-232-3490

tim.stewarttennis@gmail.com

CBC1252242



Englewood Water District
2059 Placida
Englewood, FL 34223
Rory Moser
941-451-0298
rmoser@englewoodwater.com

Scope- Fence replacement

STCF will remove approximately 70 feet of 6-foot high, galvanized chain link fence and dispose of properly. Once old fence has been removed, STCF will install new 6 foot high, 9-gauge galvanized chain link fence. We will install a 12-foot double drive gate on the front side. Corners poles will be 3-inch, line posts will be 2 1/2". Top rail will be 1 5/8". All poles will be set in concrete.

Per Charlotte County Contract #2022000552

Material costs - \$3,402.23

7% mark up on materials - \$238.16

104 Man hours - \$60.00 per hour - \$6,240.00

If weather is colder than 50 degrees and our rain chances are 50%, or higher, we choose if we work that day or days.

We propose hereby to furnish material and labor- complete in accordance with above specifications in the sum of: **\$9,880.39**

All monies due upon completion of each phase. Final pay upon completion of entire job.

Any permits or engineering fees are not included in these prices. If these are required, STC&F will obtain, and supply required permits but the fees plus contractor's time are to be reimbursed by owner.

Note: The above prices and specifications are subject to change after **30** days.

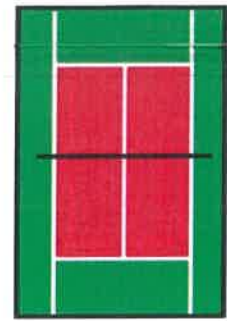
Authorized Signature _____ Date: _____



Stewart

Tennis Courts & Fencing, Inc.

PO Box 485 Terra Ceia, FL 34250
Office: 941-746-7718
Fax: 941-746-7116
Toll Free: 1-800-232-3490
tim.stewarttennis@gmail.com
CBC1252242



Englewood Water District
1000 S McCall Road
Englewood, FL 34223
Rory Moser
941-451-0298
rmoser@englewoodwater.com

Scope- Fence replacement

STCF will remove approximately 105 feet of galvanized fence and dispose of properly. New fence will match existing fence as close as possible.

Once old fence is removed, STCF will install new 6-foot-high galvanized fence, with a 12-foot double drive gate on the front. Corner poles will be 3", line posts will be 2 1/2". Top rail will be 1 5/8". All polls will be set in concrete.

Per Charlotte County Contract #2022000552

Material costs - \$5,608.63

7% mark up on materials - \$392.60

120 Man hours - \$60.00 per hour - \$7,200.00

If weather is colder than 50 degrees and our rain chances are 50%, or higher, we choose if we work that day or days.

We propose hereby to furnish material and labor- complete in accordance with above specifications in the sum of: **\$13,201.23**

All monies due upon completion of each phase. Final pay upon completion of entire job.

Any permits or engineering fees are not included in these prices. If these are required, STC&F will obtain, and supply required permits but the fees plus contractor's time are to be reimbursed by owner.

Note: The above prices and specifications are subject to change after **30** days.

Authorized Signature _____ Date: _____



March 31, 2023

Matthew Knopf,
Stewart Tennis Courts & Fencing, Inc.
651 17th St W., Suite Q,
Palmetto, FL 34221

**Subject: Piggyback utilizing Bid No. 22-552 for Fencing – Installation, Maintenance and Repairs
– Annual Contract; as awarded by Charlotte County**

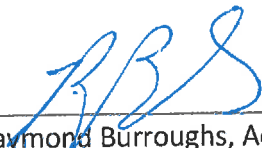
Dear Mr. Knopf,

The District's Purchasing and Inventory Control Policy 18-08-02A allows for the procurement of goods and services at the same terms, conditions and pricing established in competitively solicited contract awards by other public agencies. The District would like to utilize the agreement associated with **Bid No. 22-552**, as awarded by Charlotte County. This piggyback agreement will be effective from the last date signed by both Parties below, through **9-30-2023**, to acquire services as mentioned above. Per this agreement, there is an option to renew the contract for **two (2) additional, one (1) year periods**. Please forward any approved extensions from Charlotte County to the District, for consideration of any renewals to be granted by the District.

By signing below, **Stewart Tennis Courts & Fencing, Inc.** agrees that it will extend to the District the same pricing for all items or services awarded pursuant to the contract, and further agrees that all transactions relating to the District's procurement of said items or services shall be governed by the terms and conditions of **Bid No. 22-552**, attached hereto as **Attachment 1**, to this document.

Sincerely,
Bee Ling Wheaton
Purchasing Manager

For Englewood Water District



Raymond Burroughs, Administrator

Date: 4/12/23

For Stewart Tennis Courts &
Fencing, Inc.



Matthew Knopf, Owner

Date: 4/11/2023

ATTACHMENT 1

BID FORM
FENCING - INSTALLATION, MAINTENANCE AND REPAIRS – ANNUAL CONTRACT
BID NO. 2022000552

TO: Senior Division Manager - Purchasing
Board of County Commissioners
Charlotte County Administration Center
18500 Murdock Circle
Port Charlotte, Fl. 33948-1094

The undersigned, as bidder, does hereby declare that he has read the Request for Bids, Instructions to Bidders, Technical Specifications & Conditions, Insurance, Safety & Health Requirements, Bid Form, Plans, Permit Fees, and any other documentation for

FENCING – INSTALLATION, MAINTENANCE AND REPAIRS – ANNUAL CONTRACT

and further agrees to furnish all items listed on the attached Bid Form in accordance with the unit price(s) submitted. The above specified documents are herein incorporated into the Bid Form and shall be defined as the contract documents.

TOTAL AMOUNT:

Labor Rate: \$ 60.00 Per Hour

RESPONSE TIME:

Time required to report to site to perform emergency service: 2 Hours
(not to exceed two (2) hours)

Time required to report to site to perform non-emergency service: 48 Hours

Please indicate by (✓) that you have included the following documentation with your bid:

- (✓) References
- (✓) License Requirement: Local Fence Contractor’s License, Certified General, Certified Building, Registered Building, or Registered General.

NOTE: In accordance with Florida Statutes, Section 119.071(1)(b)2: Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.071(1)(b)2 and s. 24(a), Art. I of the State Constitution, except as provided by Florida Statutes 255.0518, until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. Upon release of the intended decision, if you wish to obtain the quote results, you may do so by visiting our Website at <http://purchasingbids.charlottecountyfl.gov/> under “Purchasing Bids Online”, document number 225524. No information regarding the submittal will be divulged over the telephone.

Name of Bidder: STEWART TENNIS COURTS & FENCING INC
(This form to be returned)

If notified of the acceptance of this bid form, the undersigned agrees to execute a Contract for the stated compensation in the form as prescribed by the County, within the time constraints outlined in Instructions to Bidders.

The signature below is a guarantee that the Bidder will not withdraw his/her bid for a period of sixty (60) days after the scheduled time for opening the bids.

In accordance with section 287.135, Florida Statutes, the undersigned certifies that the company is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and does not have business operations in Cuba or Syria (if applicable) or the Scrutinized Companies that Boycott Israel List or is not participating in a boycott of Israel.

The undersigned acknowledges receipt of the following addenda, and the cost, if any, of such revisions has been included in the price bid.

Addendum No. 0, Dated _____; Addendum No. _____, Dated _____; Addendum No. _____, Dated _____

Addendum No. _____, Dated _____; Addendum No. _____, Dated _____; Addendum No. _____, Dated _____

HOLD HARMLESS AGREEMENT: The bidding firm as indicated below, through the signing of this document by any authorized party or agent, indemnify, hold harmless and defend Charlotte County, a political subdivision of the State of Florida, its officers, agents, employees, and volunteers from all suits and actions, including attorney's fees and all costs of litigation and judgment of every name and description brought against the County as a result of loss, damage or injury to person or property by reason of any act or failure to act by the bidding firm, its agents, servants or employees.

Type of Organization (Please Check One): Individual Ownership _____ Joint Venture _____

Partnership _____ Corporation

Name of Bidding Firm STEWART TENNIS COURTS & FENCING INC.

Mailing Address PO. BOX 485 TERRA CEIA FL 34251.

Location Address 311 TERRA CEIA RD PALMETTO FL 34221

City & State PALMETTO FL ZIP 34221.

Telephone: 941-746-7718 Fax Number: 941- E-mail: MATT.STEWARTTENNIS.COM

Signature of person authorized to bind the Company: [Signature]

Print Name/Title of person authorized to bind the Company: MATTHEW KNOPF SR

Date: 08/09/2022.

(This form to be returned)

SOURCE OF SUPPLY AND SUBCONTRACTORS

The following sources of supply and subcontractors shall be used for **FENCING – INSTALLATION, MAINTENANCE AND REPAIRS – ANNUAL CONTRACT**. (If quoter does not have a source of supply or subcontractor, insert "to be determined". When source or subcontractor is determined, selection will be subject to County approval. If not applicable, please state N/A).

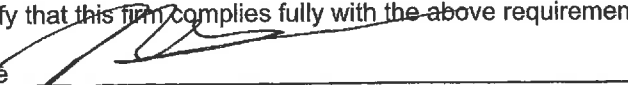
| <u>Source of Supply</u> | <u>Subcontractor(s)</u> |
|-------------------------------------|-------------------------|
| 1. <u>STEPHENS PIPE & STEEL</u> | 1. <u>NONE</u> |
| 2. <u>MASTER HALCO</u> | 2. _____ |
| 3. _____ | 3. _____ |
| 4. _____ | 4. _____ |
| 5. _____ | 5. _____ |
| 6. _____ | 6. _____ |

DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that STEWART TENNIS FENCING (name of business) does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Signature 
 Dated 08/09/2022

REFERENCES: FENCING – INSTALLATION, MAINTENANCE AND REPAIRS – ANNUAL CONTRACT

Contractor shall submit a minimum of three (3) recent (within the past five (5) years) references of projects of similar size and scope. Each reference shall include a project description, project location, name and phone number of a contact person, total project amount, and completion date. The County reserves the right to contact references.

1. Project Owner / Company: SARASOTA COUNTY SCHOOL BOARD
Name of Contact Person: DON HAMPTON Telephone # 941-927-9000 Ext 68835
Address: FRUITVILLE ROAD
City & State: SARASOTA FL Zip Code:
Project Description: INSTALL @ ALL SCHOOLS. FENCING OF GATES.

Total Project Amount: \$ 350,000 ac Completion Date: ACTIVE

2. Project Owner / Company: MANATEE COUNTY GOVERNMENT
Name of Contact Person: CARMINE DEMILLO Telephone # 941-792-9784 Ext 8203
Address: 6119 ST W
City & State: BRADENTON Zip Code: 34208.
Project Description: INSTALL FENCING @ ALL PARKS.

Total Project Amount: \$ 275,000 ac Completion Date: ACTIVE

3. Project Owner / Company: LEGACY COMMUNITIES.
Name of Contact Person: DAN WILSON Telephone # 863-236-9774.
Address: 32317 BROADWAY ST
City & State: SEBRING FL Zip Code: 33870
Project Description: INSTALL ALL FENCING AROUND ALL PARKS

Total Project Amount: \$ 1.5 million Completion Date: ACTIVE

4. Project Owner / Company: RIE FLOYD CONST
Name of Contact Person: JUSTIN FLOYD Telephone # 813-854-7683
Address: 330 MEARS BLVD
City & State: DUNSMAR FL Zip Code: 34677.
Project Description: INSTALL FENCING AT ALL AMENITIES

Total Project Amount: \$ 600,000 ac Completion Date: ACTIVE

Name of Bidder: STEWART TENNIS COURTS - FENCING INC.

(This form to be returned)

STATE OF FLORIDA DEPARTMENT
OF BUSINESS AND PROFESSIONAL
REGULATION



CBC1252242

CERTIFIED BUILDING CONTRACTOR
KNOPF, MATTHEW AARON SR
STEWART TENNIS COURTS & FENCING IN

ISSUED: 06/26/2020

A handwritten signature in black ink, appearing to read "Matthew Knopf".

Signature

LICENSED UNDER CHAPTER 489, FLORIDA STATUTES
EXPIRATION DATE: AUGUST 31, 2022



Charlotte County Purchasing Division
18500 Murdock Circle, Suite 344
Port Charlotte, Florida 33948-1094

Phone 941.743.1378
Fax 941.743.1384

NOTICE OF AVAILABILITY OF BID SPECIFICATIONS

REQUEST FOR BIDS
CHARLOTTE COUNTY, FLORIDA

The County of Charlotte will be receiving sealed bids at the Purchasing Division, Suite 344, Charlotte County Administration Center, 18500 Murdock Circle, Port Charlotte, FL 33948-1094, for:

BID NO. 2022000552
FENCING – INSTALLATION, MAINTENANCE, AND REPAIRS – ANNUAL CONTRACT

The purpose of this bid is to establish an annual contract for services to remove, repair, replace and install fencing throughout Charlotte County on various lands owned or maintained by the County. Orders for work will be placed throughout the year as requirements are identified.

The license(s) required to perform the services for this project are: Local Fence Contractor's License, Certified General, Certified Building, Registered Building, or Registered General.

There will not be a Pre-Bid Conference for this project. Please send all project related questions to kathy.lindback@charlottecountyfl.gov.

BID OPENING: 2:00 p.m., August 10, 2022
PURCHASING DIVISION CONFERENCE ROOM

Bid Documents may be obtained by accessing the Charlotte County Purchasing Division's website at <https://purchasingbids.charlottecountyfl.gov> under "Purchasing Bids Online", document number 225522. Any questions can be answered by contacting Kathleen M. Lindback, CPPB, Contract Specialist at 941.743.1376 or email: kathy.lindback@charlottecountyfl.gov.

Notice of Availability
Posted: July 18, 2022



Charlotte County Purchasing Division
18500 Murdock Circle, Suite 344
Port Charlotte, Florida 33948-1094

Phone 941.743.1378
Fax 941.743.1384

STATEMENT OF NO BID

If you **do not** intend to bid on this commodity/service, please return this form to the above address immediately. If this statement is not completed and returned, your company may be deleted from the Charlotte County Vendors' list for this commodity/service.

We the undersigned, have declined to bid on requested commodity/service **Bid #2022000552, FENCING – INSTALLATION, MAINTENANCE, AND REPAIRS – ANNUAL CONTRACT**, for the following reason(s):

- _____ Specifications too "tight", i.e. geared toward one brand or manufacturer only (explain below).
- _____ Insufficient time to respond to the Invitation to Bid.
- _____ We do not offer this product or service.
- _____ Our schedule would not permit us to perform.
- _____ Unable to meet bond/insurance requirements.
- _____ Unable to meet specifications.
- _____ Specifications are unclear (explain below).
- _____ Remove us from your vendors' list for this commodity/service.
- _____ Other (specify below).

Remarks: _____

Company Name: _____

Contact Person (typed or printed): _____

Contact Person Signature: _____

Phone: _____ Fax: _____

E-Mail Address: _____

Note: Statement of No Bid may be emailed to kathy.lindback@charlottecountyfl.gov.

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INSTRUCTIONS TO BIDDERS
FENCING – INSTALLATION, MAINTENANCE, AND REPAIRS – ANNUAL CONTRACT
BID NO. 2022000552

IB-01 QUALIFICATIONS OF BIDDERS: It is the intent of the County to award this contract to the lowest responsive, responsible bidder, qualified by experience and solvency, with proven reliability and the ability to supply all items/services within a reasonable time frame acceptable to Charlotte County. Bidder may be required to supply information in writing at the request and discretion of the County prior to award of bids, in order to verify above requirements.

IB-02 GENDER DESIGNATION: The County and the Contractor are treated throughout these Documents as if each were of the singular number and masculine gender.

IB-03 EXAMINATION OF DOCUMENTS/SITE: Prior to the submission of a bid form, bidders shall carefully examine the bid package, including the Request for Bids, Instructions to Bidders, Technical Specifications & Conditions, Special Provisions, General Provisions, Insurance Requirements, Bid Form and all other related bid documents, including all modifications thereof, incorporated in the bid package, plus fully informing themselves as to all existing conditions and limitations that affect the work to be performed under this contract.

Discrepancies, omissions, or questions about the intent of the documents should be submitted to the Purchasing Division in written form as a request for interpretation no later than five (5) calendar days prior to bid opening (or shall be verbally addressed at the pre-bid conference, if applicable).

Interpretations of any of the bid documents or the project will be in the form of a written addendum to the documents which will be posted on the purchasing website. Receipt by each bidder of any addenda must be acknowledged on the bid form, indicating the addendum number and date of issue, therein becoming a part of the contract. No oral explanations shall be binding. The County will attempt to notify all prospective bidders of addenda issued to the bidding documents; however, it shall be the responsibility of the bidder, prior to submitting their bid, to determine if addenda were issued, acknowledging and incorporating it into their bid.

Examination of Site: Prior to submitting a bid form, each bidder shall examine the site and all conditions thereon. All bid forms shall be presumed to include all such existing conditions as may affect any work to be done on this project. Failure to familiarize himself with such conditions will in no way relieve the successful bidder from the necessity of furnishing any materials or performing any work that may be required to complete the work in accordance with the drawings and Specifications.

IB-04 PREPARATION AND SUBMISSION OF BID FORM REQUIREMENTS: Bids shall be submitted on the bid form supplied by the County, or duplication thereof and attached thereto, or as specified. Bidders shall acknowledge receipt of any addenda received during the bid period. Any expense incurred in making bids is to be borne by the Bidder.

Each bid must give the full business address of the bidder and state whether bidder is an individual, corporation or partnership. Bid Forms by a corporation must be signed in the name of the corporation, followed by the original signature and designation of the officer or other person authorized to bind the corporation. Bid Forms by partnerships shall show the names of all partners. The partnership title shall follow the original signature of each partner.

Any erasures or other corrections in the bid form must be explained or noted over the signature of the bidder. Bid Forms containing any conditions, omissions, unexplained erasures, alterations, or irregularities of any kind may be rejected by the County.

Bid documents shall be submitted sealed. The package containing the bid must be clearly marked with the bid number and the name and business address of the bidder. Bids not received by the established bid opening shall **not** be considered and will be returned.

Bid Guarantee - The bid shall be signed where indicated guaranteeing that the bidder will not withdraw its bid for a period of 60 days after the scheduled time for opening of bids.

IB-05 WITHDRAWAL OF BIDS: Bids may be withdrawn by request of the bidder prior to the scheduled opening. Error or negligence on the part of the bidder in preparing the bid confers no right for withdrawal of the bid after it has been opened.

IB-06 BID TABULATIONS: In accordance with Florida Statutes, Section 119(1)(b)2: Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. Those bidders interested in receiving a copy of the results of this bid once they are released may do so by visiting our website at <https://purchasingbids.charlottecountyfl.gov> under "Purchasing Bids Online", Document Number 225524. No information regarding the submittal will be divulged over the telephone.

IB-07 RESERVED RIGHTS: The County reserves the right to accept or reject any and/or all bids, to waive irregularities and technicalities, and to request resubmission of bids. Also, the County reserves the right to accept all or any part of the bid and to increase or decrease quantities to meet additional or reduced requirements of the County. Any sole response received may be rejected by the County depending on available competition and timely needs of the County.

IB-08 FORM OF CONTRACT: The submitted Bid Form signed by the bidder, together with complete bid package furnished by the County, shall constitute a binding contract. The bidder shall be required to perform according to the bidder's submitted Bid Form and the County's bid package when a purchase order signed by the Senior Division Manager - Purchasing or his/her designee is transmitted to bidder. The transmitted purchase order shall serve as both a Notice of Acceptance and Notice to Proceed to the bidder. Failure to comply with the conditions set forth in the purchase order shall be deemed a breach of contract subjecting the bidder to forfeiture of the bid bond or other posted security and other possible penalties.

IB-09 NOTICE TO PROCEED/DELIVERY: After award of bid, a notice to proceed/purchase order shall be issued bearing the terms of the contract/delivery. Upon receipt of purchase order, successful bidder/Contractor shall acknowledge receipt of same by either fax or mail and shall commence processing of order so that the agreed upon delivery date will be satisfied.

IB-10 PAYMENT: Request for payment must be submitted to the Charlotte County Purchasing Division on a form approved by the County. All invoices will be paid in accordance with the Local Government Prompt Payment Act (F.S. 218.74).

IB-11 PERFORMANCE EVALUATION: At the end of the contract, if awarded, the receiving department will evaluate the successful bidder's performance. This evaluation will become public record.

IB-12 ARITHMETIC DISCREPANCIES: For the purpose of initial evaluation of bids, the following will be utilized in resolving arithmetic discrepancies found on the face of the bid forms submitted by the bidder:

- A. Obviously misplaced decimal points will be corrected.
- B. In case of discrepancy between unit price and extended price, the unit price will govern. Apparent errors in extension will be corrected.
- C. Apparent errors in addition of lump sum and extended prices will be corrected.

For the evaluation purposes, the County will proceed on the assumption that the bidder intends its bid be evaluated on the basis of the unit prices, extensions, and totals arrived at by resolution of arithmetic discrepancies (above). The bid will be so reflected on the bid tabulation.

IB-13 DESCRIPTIVE INFORMATION: Unless otherwise specifically provided in the documents, all equipment, materials and articles incorporated in the work covered by this bid are to be new and of the most suitable grade for the purpose intended. Unless specifically provided in the bid documents, references to equipment, material, article or patented process, by trade name, make or catalogue number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If the bidder wishes to make a substitution, the bidder shall furnish the name of the manufacturer, the model number, and other identifying information necessary to aid the County in evaluating the substitution. Substitutions are subject to County approval. Substitutions shall be approved only if determined by the County to be equivalent to the specifications. Substitutions are subject to disqualification if not approved by the County.

IB-14 REGULATIONS: It shall be the responsibility of each bidder to assure compliance with any OSHA, EPA, and/or other federal, state, or local statutes, ordinances, rules, regulations or other requirements, as each may apply.

Bidder must be authorized to transact business and be properly licensed in the State of Florida. Laws and regulations of the State of Florida and ordinances and regulations of Charlotte County will apply to any resulting contract.

IB-15 CODE OF ETHICS: With respect to this bid, if any bidder violates or is a party to a violation of the State of Florida/Florida Statutes, Chapter 112, Part III, Code of Ethics for Public Officers and Employees, such bidder may be disqualified from furnishing the goods or services for which the bid is submitted and shall be further disqualified from submitting any future bids for goods or services for Charlotte County.

IB-16 COLLUSION: By offering a submission to this invitation, the bidder certifies he has not divulged to, discussed or compared his bid with other bidders and has not colluded with any other bidder or parties to this bid whatsoever. Also, bidder certifies, and in the case of a joint bid each party thereto certifies as to his own organization, that in connection with this bid:

- any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices and or cost data, with any other bidder or with any competitor;
- any prices and/or cost data quoted for this bid have not been knowingly disclosed by bidder and will not knowingly be disclosed by bidder prior to the scheduled opening directly or indirectly to any other bidder or competitor;
- no attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition;
- the only person or persons interested in this bid, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this bid or in the contract to be entered into; and
- no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees or established commercial agencies maintained by the Purchaser for the purpose of doing business.

IB-17 SUBCONTRACTORS: Bidders are to complete the attached Subcontractors form. This form must be completed and included with the bid form. If bidder does not have a subcontractor, insert "to be determined". When source or subcontractor is determined, selection will be subject to County approval.

IB-18 DRUG FREE WORKPLACE FORM: It is strongly suggested that the attached Drug Free Workplace Form be signed and returned to this office with the bid. In the event of a tie bid, the presence of a valid and accurate form may be used as a basis for awarding the Contract.

IB-19 PUBLIC ENTITY CRIMES: In accordance with Florida Statutes Sec. 287.133(2)(a), "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods/services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list".

IB-20 CANCELLATION/TERMINATION OF CONTRACT: It is the intent of the County to contract with a bidder who can provide prompt and convenient services. The County shall have the right to cancel, terminate or suspend any awarded contract, in whole or in part, by providing the successful bidder/Contractor 30 days written notice.

It is expressly understood by the County and the bidder that funding for any successive fiscal years of this contract is contingent upon appropriation of monies by the Charlotte County Board of County Commissioners. In the event that funds are not available or are not appropriated, the County reserves the right to terminate any awarded contract. The County will be responsible for payment of any outstanding invoices and work completed by the successful bidder/Contractor prior to such termination.

Pursuant to Section 287.135(3)(a)4 of the Florida Statutes, Charlotte County may, at its sole option, terminate any Agreement valued at \$1,000,000 or more if the Contractor is found to have submitted a false certification, has been placed on the *Scrutinized Companies with Activities in Sudan List*, or the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*, or has been engaged in business operations in Cuba or Syria or a boycott of Israel.

Pursuant to Section 287.135(3)(b) of the Florida Statutes, Charlotte County may, at its sole option, terminate any Agreement in any amount if the Contractor is found to have been placed on the *Scrutinized Companies that Boycott Israel List*, or is engaged in a boycott of Israel.

IB-21 INDEMNITY: After notification of award, the successful bidder shall indemnify and hold harmless the County, its officers, employees, agents and volunteers, from action, including any court costs or attorneys' fees arising from, or as a result of, any act or omission by bidder, its officers, employees, licensees, invitees, Contractors, agents or assignees, in the performance of the services and/or the delivery of goods for which the resulting agreement was entered into. Bidder agrees that the first ten dollars (\$10.00) of compensation received under the resulting agreement represents specific consideration for the indemnification obligation. Nothing in the award, resulting agreement, contract or Purchase Order shall be deemed to affect the rights, privileges and immunities of the County as set forth in Florida Statute 768.28.

IB-22 TAXES: Charlotte County is exempt from Federal Excise and State Sales Taxes. The bidder shall assume liability for Local, State, or Federal Tax that is applicable to the work.

IB-23 EQUAL EMPLOYMENT OPPORTUNITY: Charlotte County, in accordance with the provisions of Title VI of The Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Dept. of Commerce, issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this bid, minority business enterprises will be afforded full opportunity to submit bids and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

All bidders are hereby notified that the successful bidder (Contractor) must and shall comply with the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Rehabilitation Act of 1973, the Americans with Disabilities Act and the Florida Civil Rights Act, all as amended. Specifically, Contractor agrees that:

- No person shall, on the grounds of race, color, sex, religion, age, disability, national origin or marital status, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, activity or service funded through this Contract.
- Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, national origin or marital status. Contractor agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- Contractor will, in all solicitations or advertisements regarding program activities, services provided or applications for employment, state that all qualified applicants will receive consideration for services or employment without regard to race, color, religion, sex, age, disability, national origin or marital status.
- County may require Contractor to submit reports as may be necessary to indicate non-discrimination. County officials will be permitted access to Contractor's books, records, accounts and other sources of information and its facilities as may be pertinent to ascertain compliance with non-discrimination laws.

It is expressly understood that County shall have the right to terminate the Contract upon receipt of evidence of discrimination.

IB-24 ASSIGNMENT: This agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances by Contractor without the prior written consent of the County.

IB-25 UNAUTHORIZED ALIEN WORKERS: Charlotte County will not intentionally award publicly-funded contracts to any Contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a [Section 274A of the Immigration and Nationality Act ("INA")]. The County shall consider employment by any Contractor of unauthorized aliens a violation of Section 274A of the INA. Such violation by the Contractor of the employment provisions contained in Section 274A of the INA shall be grounds for termination of this Agreement by the County. In addition, pursuant to Section 448.095 of the Florida Statutes, all persons or firms entering into contracts with Charlotte County are required to register with, and use, the E-Verify system of the U.S. Department of Homeland Security to electronically verify the employment eligibility of all newly hired employees. The County may terminate this Agreement for failure on the part of the Contractor to use E-Verify. Contract termination for failure to use E-Verify is not considered a breach of contract pursuant to s. 448.095(2)(c)3, *Fla. Stat.*

IB-26 EMPLOYEE BACKGROUND CHECK: If an owner, except a stockholder in a publicly traded corporation, or an employee of the Contractor has been convicted of any offenses requiring registration as a sexual offender or sexual predator, regardless of the location of conviction, the Contractor shall ensure that the offender's or predator's work on the project is consistent with the terms of his probation and registry requirements.

IB-27 PUBLIC RECORDS CLAUSE TO CONTRACTORS "ACTING ON BEHALF OF THE COUNTY": Pursuant to Section 119.0701 of the Florida Statutes, Contractors acting on behalf of the County must comply with the public records laws, specifically: a) keep and maintain public records required by the County to perform the contracted services; b) upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the

records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law; c) ensure that public records that are exempt or confidential 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; and d) upon completion of the contract, keep and maintain all public records required by the County to perform the service, and meet all applicable requirements for retaining public records.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO RETAIN AND PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT (941) 743-1441, E-MAIL TO RECORDS@CHARLOTTECOUNTYFL.GOV, 18500 MURDOCK CIRCLE, BLDG. B, Suite 109, PORT CHARLOTTE, FLORIDA 33948.

**TECHNICAL SPECIFICATIONS & CONDITIONS
FENCING- INSTALLATION, MAINTENANCE AND REPAIRS – ANNUAL
CONTRACT**

TS-01 INTENT: It is the intent of Charlotte County (hereinafter referred to as County) to secure the services of a professional, licensed Contractor to provide services to install, remove, repair, or replace fencing throughout Charlotte County on various lands owned or maintained by the County. Orders for work will be placed throughout the year as requirements are identified. The County will also utilize this contract for repair of fencing where such repairs must be completed on an emergency basis. (Please Note: This does not include environmental fencing which is on another contract).

TS-02 TERMS OF CONTRACT: The Contract shall be valid from October 1, 2022, through and including September 30, 2023. This bid may be extended/renewed for two (2) additional one (1) year periods, by mutual agreement, provided there are no changes in terms, conditions and prices.

Current contract prices can be obtained by accessing the Charlotte County Purchasing Division's website at <http://purchasingbids.charlottecountyfl.gov/> under "Purchasing Bids Online", Historical Catalog. The previous Contract number for this project is **21-476** and is entitled "**Fencing - Installation, Maintenance and Repairs – Annual Contract**".

TS-03 REFERENCES: Contractor shall submit a minimum of three (3) recent (within the past five (5) years) references of projects of similar size and scope on the attached Reference form. Each reference shall include a project description, project location, name and phone number of a contact person, total project amount, and completion date. The County reserves the right to contact references.

TS-04 ESTIMATED QUANTITIES: The exact quantities for this bid cannot be determined at this time. The amount(s) given are for bidder's guidance only. It is estimated that the County may utilize 3,000 hours of labor; however, no minimum amount is guaranteed or implied. Purchase Orders shall be issued on an "as required" basis.

TS-05 PERMIT FEES: The Contractor shall secure all permits and pay all fees initially. Such fees are reimbursable at cost (**excludes any mark-up**), if submitted on the billing invoice. Contractor shall assume all responsibility for submission of permit documents and obtaining any necessary permits from all agencies having jurisdiction over the work.

TS-06 SUBCONTRACTING, SUBLETTING AND/OR ASSIGNMENT: The Contractor shall not subcontract, sublet or otherwise assign more than forty-nine percent (49%) of the Contract value.

TS-07 SCOPE OF SERVICES:

- A. The Charlotte County Board of County Commissioners is requesting competitive bids for Fencing Contractors, to provide services in accordance with industry standards and Federal, State and Local Rules, Regulations, and Guidelines on an as-required basis. Anticipated general scope of work to be performed by the successful bidder may include, but is not limited to removal, repair, replace and install commercial fencing and installation of fabric wind screen around Charlotte County owned buildings, facilities and grounds. All work shall be coordinated through the Director of Facilities Construction and Maintenance, or his designee.
- B. Work shall normally be accomplished during Monday through Friday, excluding recognized holidays, between the hours of 8:00 a.m. and 5:00 p.m. However, the successful Contractor shall be capable of providing 24 hour/day, 7 day/week service. Work performed during normal operating hours is to be billed according to actual time worked.

Charlotte County recognizes the following holidays: Veteran's Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve, Christmas Day, New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day and Labor Day.

Emergency and After Hour Calls, including recognized holidays, will be reimbursed to the Contractor at time and a half (1-1/2 times) the labor rate bid with a two (2) hour minimum or actual job time, whichever is greater.

Emergency Response Time – Response time required to report to site to perform emergency service, after verbal or written service request, **shall not exceed two (2) hours**.

- C. All equipment and materials shall be approved for the purpose intended and installed in a neat and proper manner. **If required, all work must be permitted and inspected by the Charlotte County Community Development Department.**

Travel time for job-related purposes, except commuting between the job site and home or shop, shall be compensated at the Hourly Bid Rate.

The County will not pay for any Contractor Travel Time or Fuel Charge under this contract.

Hourly Bid Rate shall be inclusive of overhead and operating expenses such as for proposals, quotes, permitting, billing and other clerical work. No additional compensation will be paid for time spent on general conditions or overhead and operating costs in relation to work scope to be performed

- D. Contractor shall furnish and assume full responsibility for all materials, equipment, labor, transportation, storage, construction equipment and machinery, tools and incidentals necessary for completion of the work. All equipment and materials shall be approved for the purpose intended and installed in a neat and proper manner. The County cannot assume responsibility for lost or stolen belongings.
- E. No subcontracting is permitted without the expressed written approval of the County. The awarded Contractor must perform 51% of the estimated cost of the project and not subcontract more than 49% of the total cost of the project. All subcontractors utilized by the successful bidder shall be properly certified, registered and/or licensed by the Charlotte County Community Development Department for the services to be performed. The Contractor has final responsibility for all subcontractors' performance and subcontracted work.

Professional and testing services required to support submittals and permit applications shall be considered subcontracting.

In the event that the County gives expressed written approval for Contractor to use subcontracting, the Contractor shall be responsible for coordinating among subcontractors.

The County reserves the right to supply materials and/or equipment for installation or use by the Contractor without affecting any provision of the contract. Enforcement of manufacturers' warranties on materials and equipment supplied by the County shall be the responsibility of the County. Contractor's inclusion of said materials and equipment in his work indicates his acknowledgement that full workmanship warranty applies to incorporating said materials and equipment in the work.

- F. Contractor shall be responsible for ensuring that materials, products and/or equipment are new, and that Contractor's or its subcontractor's workmanship is of good quality and free from defects. Contractor shall protect the site from damage and repair damages, or injury caused during installation by the Contractor or its employees or agents. If any alteration, including, but not limited to, dismantling, and excavation is required to achieve installation, Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference to the County and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.
- G. Prior to initiation of each work assignment the Contractor shall conduct a pre-construction conference with County. Nature of conference and attendees shall be commensurate with the scope and nature of the proposed work and may include topics such as County forms and documents, permits, work environment, sequencing, submittals, and testing.
- H. Contractor acknowledges that should he be awarded this contract and is unable to perform because of breakdown, scheduling, lack of equipment or manpower, then the County may, on an order basis, go to the next qualified bidder without penalty to the County.
- I. The work to be performed under this contract may interface with other on-going projects. When this interfacing occurs, the Contractor is to coordinate his work with that of other trades, agencies or utility companies so as to avoid interferences, delays and/or conflicts.
- J. Work may be required in any of the facilities operated under the responsibility of the Charlotte County Board of County Commissioners and will be assigned to the Contractor through issuance of a Purchase Order. Except under an "emergency after hour's request", Contractor shall not provide any service to the County until the Contractor has received a Purchase Order from the County. Contractor shall be permitted to accept an order/request to provide services under an "emergency after hour's request" without a purchase order; however, such request from the County must be transmitted to the Contractor's facsimile or e-mail.

K. County and Contractor, collectively, shall develop a punch-list of items required to be completed, replaced and/or repaired to render final, satisfactory and acceptable completion of services before final invoice will be accepted.

TS-08 ESTIMATE PROCEDURES: Contractor shall submit itemized work assignment estimates and all work shall be coordinated through the Director of Facilities Construction and Maintenance, or his designee. An estimate shall be provided and include costs for all labor, materials, permits, equipment, machinery, transportation, delivery, subcontractor pricing and mark-up, tools and incidentals necessary for completion of the work.

Labor Rate is defined as a per hour price and shall be inclusive of a licensed Contractor, general laborers or helpers as required.

A fixed seven (7%) percent mark-up shall be assessed for all materials purchased.

A fixed seven (7%) percent mark-up shall be assessed for all subcontracted work, professional and testing submittals and/or special needs equipment and rental equipment.

Prior authorization for special needs equipment charges/rentals with estimated time frame must be approved by the County.

Contractor shall provide competitively priced subcontracted work, materials and/or equipment. Itemized subcontractor estimates are required with the Contractor's estimate and shall include subcontractor name, and scope of work performed. Detailed by labor, materials, equipment and permits as may be applicable. No changes to sub-contractors entered on an estimate shall be made without prior written approval by the County.

Charlotte County reserves the right to verify any information submitted for an estimate and/or seek additional information regarding Contractor's and subcontractors' qualifications to perform the proposed work. The Contractor agrees to provide such additional information relating to his qualifications as may be requested by the County, prior to award of work assignment.

No work shall be commenced under this contract unless a Purchase Order has been issued. All work shall be complete on or before the date set forth in the Purchase Order.

The Contractor reserves the right to bill the County for time required in preparing written detailed estimates only in those cases where the County does not proceed with said project within 120 calendar days of submittal, unless otherwise agreed upon. This time for producing, such an estimate, shall be billed in accordance with the Hourly Bid Rate for estimator's hours only. Response to all County requests, for such an estimate, shall be produced & submitted in a timely manner. Some estimates will require simple processing by an estimator requiring eight (8) hours or less and shall be completed and submitted in five (5) business days or less. However, whenever complex processing and or detailed drawings are required or when such estimates are anticipated by the Contractor to exceed eight (8) hours written County preauthorization shall be required.

Estimates shall be submitted to, and all work shall be coordinated through, the Director of Facilities Construction and Maintenance, or his designee.

TS-09 SUPERVISION: Contractor shall provide a supervisor or foreman who shall be present at all times during contract operations, and who shall be responsible for both conduct and workmanship. Said supervisor or foreman shall be able to communicate effectively in both written and oral English.

TS-10 INSPECTION: Contractor shall clean-up work area prior to notifying County's representative for final inspection. Contractor shall notify County's representative at least 24 hours prior to the day before inspection is required. All work must be satisfactorily completed and approved prior to final approval for payment.

TS-11 INVOICES: All invoices to the County shall be itemized in accordance with the estimate, shall include work hours completed for each bid item used during the invoiced period and must be accompanied with a receipt for subcontracted work, materials and/or equipment; and copies of release of liens, purchasing discounts and credits for materials returned, mark-ups and labor time sheets.

Labor time sheets are to be legibly signed and filled out by the Contractor's employee that worked at the job. Prices shall be net and invoicing payable according to the Local Government Prompt Payment Act (Florida State Statute 218.74).

In addition to submission requirements for each invoice, close-out documents required with final invoice shall include, but may not be limited to, release of liens, applicable finalized permits; specialized tools, spare parts and attic stock if purchased under the contract; keys; operating, warranty, start-up and testing documentation; and record drawings.

Invoices are to include Contract number, purchase order number, work order number, job location, partial or final invoice indicated. All receipts are to be legible and clear to read. County shall be invoiced in a timely manner upon completion of project.

Invoicing of disposal consumable throwaway supplies including, but not limited to items, such as saw blades, drill bits, and utility blades are allowed.

County and Contractor, collectively, shall develop a punch-list of items required to be completed, replaced and/or repaired to render final, satisfactory and acceptable completion of services before final invoice will be accepted.

Invoicing shall not exceed purchase order amount or scope of work listed without written approval from the County.

TS-12 WORKMANSHIP WARRANTY: Contractor shall guarantee workmanship, materials and/or equipment supplied as result of the contract for a period of one (1) year from the date of acceptance by the County.

TS-13 REFERENCE STANDARDS: Wherever reference is made to any published standards, codes, or standard specifications, it shall mean the latest standard code, specification, or tentative specification of the technical society, organization, or body referred to, which is in effect at the date of the opening of bids.

The following is a partial list of typical abbreviations which may be used in the Specifications and the organizations to which they reference:

| | |
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| AASHTO | American Association of State Highway and Transportation Officials |
| ACI | American Concrete Institute |
| ACIFS | American Cast Iron Flange Standards |
| AGA | American Gas Association |
| AIA | American Institute of Architects |
| AISC | American Institute of Steel Construction |
| AISI | American Iron and Steel Institute |
| ANSI | American National Standard Institute |
| ASCE | American Society of Civil Engineers |
| ASME | American Society of Mechanical Engineers |
| ASTM | American Society of Testing and Materials |
| AWPA | American Wood Protection Association |
| AWS | American Welding Society |
| AWWA | American Water Works Association |
| DIPRA | Ductile Iron Pipe Research Association |
| DOT | Florida Department of Transportation |
| EEE | Institute of Electrical and Electronic Engineers |
| NBS | National Bureau of Standards Publications |
| NCPI | National Clay Pipe Institute |
| NEC | National Electrical Code |
| NEMA | National Electrical Manufacturers Association |
| NFPA | National Fire Protection Association |
| NLMA | National Lumber Manufacturers Association |
| OSHA | Occupational Safety and Health Administration |
| SFBC | South Florida Building Code |
| SSPC | Steel Structures Painting Council |
| UL | Underwriters Laboratories, LLC |

Contractor shall, when required, furnish evidence satisfactory to the County that materials and methods are in accordance with such standards where so specified. In the event any questions arise as to the application of these standards or codes, copies shall be supplied on site by the Contractor.

TS-14 QUALITY CONTROL:

- A. **SITE INVESTIGATION AND CONTROL** – The Contractor shall verify all dimensions in the field and shall check field conditions continuously during construction. The Contractor shall be solely responsible for any inaccuracies built into the work due to his failure to comply with this requirement.

The Contractor shall inspect related and appurtenant work and shall report in writing to the County any conditions which will prevent proper completion of the work. Failure to report any such conditions shall constitute acceptance of all site conditions, and any required removal, repair, or replacement caused by unsuitable conditions shall be performed by the Contractor within the scope of the project.

- B. **RIGHT OF REJECTION** - The County shall have the right, at all times and places, to reject any articles or materials to be furnished hereunder which, in any respect, fail to meet the requirements of the Contract Documents, regardless of whether the defects in such articles or materials are detected at the point of manufacture or after completion of the work at the site. If the County, through an oversight or otherwise, has accepted materials or work which is defective or which is contrary to the Contract Documents, such materials, regardless of stage or condition of manufacture, delivery, or erection, may be subsequently rejected by the County.
- C. **WEATHER CONDITIONS** – Work that may be affected by inclement weather shall be suspended until proper conditions prevail. In the event of impending storms, the Contractor shall take necessary precautions to protect all work, materials and equipment from exposure.

TS-15 CLEARING AND GRUBBING: Group and unit prices shall include costs for minimal clearing and grubbing as might normally be anticipated in the removal, repair and replacement of existing fencing. This includes removal of vines and vegetation on existing fence fabric and removal of interfering portions of trees, shrubs, and other vegetation as required to remove and replace existing fencing at original line and grade. Authorized vegetation removal is limited to two feet (2') measured horizontally from existing fence fabric as required to replace the fence fabric. Contractor is responsible for proper disposal of all vegetation, soil or other material removed for installation of replacement fencing.

Full compensation for conforming to the requirement of Clearing and Grubbing will be considered incidental.

TS-16 MATERIALS: All materials or devices incorporated in this project shall be new and unused, unless indicated otherwise in the Contract Documents. The County reserves the right to request fencing materials including, but not limited to, these specifications listed herein, with the exception of environmental fencing.

All vinyl fencing to be premium commercial grade material.

Materials to be incorporated in the work shall be delivered sufficiently in advance of their installation and use to prevent delay in the execution of the work, and they shall be delivered as nearly as feasible in the order required for executing the work.

The Contractor shall protect all devices and materials from deterioration and damage. The materials shall be handled and stored by the manufacturer, fabricator, supplier and Contractor before, during, and after shipment to prevent warping, twisting, bending, breaking, chipping, rusting, and any injury, damage or theft of any kind whatsoever. Any material exhibiting any of the above shall be removed and replaced at the Contractor's expense for both labor and materials.

TS-17 CHAIN LINK FENCE:

- A. **GENERAL:** This Section includes the following:

1. Galvanized-steel chain link fabric fencing, framework and hardware.
2. Galvanized-vinyl-coated chain link fabric fencing, framework and hardware.

- B. **SUBMITTALS:** Submit the following according to the Conditions of the Contract.

1. Product data in the form of manufacturer's technical data, specifications, and installation instructions for fence and gate posts, gates, gate operators, and accessories.
2. Shop drawings showing location of fence, gates, each post, and details of post installation, anchorage, extension arms, gate swing, hardware, accessories, overall layout and details.

C. SINGLE-SOURCE RESPONSIBILITY: Obtain chain link fences and gates, including accessories, fittings, and fastenings, from a single or same source.

D. PROJECT CONDITIONS:

1. Field Measurements: Verify layout information for fences and gates in relation to the property survey and existing structures. Verify dimensions by field measurements. Review layout with County representative prior to commencing installation, including identification of fencing to be removed and to remain.
2. Provide corner posts where fence changes direction more than 10 degrees. All products shall be new and undamaged.

E. FABRIC:

1. Fabric shall comply with ASTM A 392, Class 1.
2. Selvage: Knuckled on both selvages, unless otherwise specified.
3. Steel Chain-Link Fence: Fabricated in one-piece widths 12' or less in height to comply with Chain Link Fence Manufacturers Institute (CLFMI) "Product Manual" and with requirements indicated below:
 - a. Mesh and Wire Size (tennis): 1-3/4" mesh, 0.148" diameter (9 gauge).
 - b. Mesh and Wire Size (other): 2" mesh, 0.148" diameter (9 gauge).
 - c. Mesh and Wire Size (backstop): 2" mesh, 0.192" diameter (6 gauge) at lowest 10' of back stop (middle section only).
 - d. Coating: ASTM A817, Type 2, Class 1, 1.2 ounces zinc-coating/square feet of surface (all fencing), galvanized after fabrication.
 - e. Vinyl Coating: fused bonded PVC coating shall be 7 to 12 mil (.007 to .012) as per ASTM F668 Class 2B.
 - f. Vinyl coated fencing shall be minimum 11-gauge core wire and finish out to same gauge as galvanized fencing. Color of PVC coating shall be black.
4. Barbed Wire: Two (2) strands of 12-1/2 gauge twisted wire with 14-gauge, 4-point barbs spaced 5" o.c. Metal and finish to match fabric metal and finish.

F. FRAMING:

1. Type I Pipe, Standard weight (Schedule 40) galvanized-steel pipe conforming to ASTM F1083, not less than 1.8 ounces of zinc per square foot as determined by ASTM A90:

| <u>Actual OD</u> | <u>Trade Size</u> | <u>Type I Pipe Weight (lb/ft)</u> | <u>Type II Pipe Weight (lb/ft)</u> |
|------------------|-------------------|-----------------------------------|------------------------------------|
| 1.315 | 1-3/8 | 1.68 | |
| 1.660 | 1-5/8 | 2.27 | 1.84 |
| 1.900 | 2 | 2.72 | 2.28 |
| 2.375 | 2-1/2 | 3.65 | 3.12 |
| 2.875 | 3 | 5.79 | 4.64 |
| 3.500 | 3-1/2 | 7.58 | |
| 4.000 | 4 | 9.11 | |
| 6.625 | 6-5/8 | 8.97 | |
| 8.625 | 8-5/8 | 28.55 | |

2. Top, Intermediate and Bottom Rail: Manufacturer's longest lengths (In no case shall one (1) piece of top rail span less than two (2) posts) with swaged-end or expansion-type coupling, approximately six (6") inches long for joining. Provide rail ends or other means for attaching tip rail securely to each gate corner, pull and end post. Top and bottom rail required on all chain link fencing unless specified otherwise. Intermediate rails required on all dugouts, backstops and fencing 12' high or greater, spaced equally but in no case greater than six feet (6') apart.

- a. 1.660-inch OD Type I, Sch. 40 steel pipe (required on backstop); or
 - b. 1.660-inch OD Type II steel pipe.
3. Steel posts for fabric heights up to but not including 8':
- a. Line or Intermediate Posts: 1.900" OD Type I steel pipe
 - b. End, Corner, Gate and Pull Posts: 2.875" OD Type I steel pipe
4. Steel posts for fabric heights of 8', up to but not including 12', except tennis fencing:
- a. Line or Intermediate Posts: 2.375" OD Type I steel pipe
 - b. End, Corner, Gate and Pull Posts: 2.875" OD Type I steel pipe
5. Steel posts for 10' tennis fabric height:
- a. Line or Intermediate Posts: 2.875" OD Type I steel pipe
 - b. End, Corner, Gate and Pull Posts: 4.000" OD Type I steel pipe
6. Steel posts for fabric heights of 12', up to but not including 20':
- a. Line or Intermediate Posts: 2.875" OD Type I steel pipe
 - b. End, Corner, Gate and Pull Posts: 4.000" OD Type I steel pipe
7. Braces shall be provided for gate posts and each end, corner or pull post when top rail is omitted or when fabric height is above six feet (6'). The brace shall consist of a compression member of 1.660 OD rail, braced by a 3/8" truss rod and tightener.

G. FITTINGS AND ACCESSORIES:

1. Material: commercial grade or better mill-finished hot-dip galvanized pressed steel fence fittings and accessories with at least 1.2 ounces zinc-coating per square foot as determined by ASTM A90.
2. Post and Line Caps: Provide weather-tight closure cap for each post. Provide line post caps with loop to receive tension wire or top rail. Backstop and higher fence to have welded caps on all verticals.
3. Sleeves: Minimum length six inches (6"), allowing for expansion and contraction of rail.
4. Tension or Stretcher Bars: minimum length two (2") inches less than the full height of fabric, and a minimum cross-section of 3/16" x 3/4". Provide one (1) bar for each gate and end post, and two (2) for each corner and pull post.
5. Tension and Brace Bands: 3/4"-wide minimum.
 - a. Tension Bands: 0.074-inch thick minimum (14 gauge)
 - b. Brace Bands: 0.105-inch thick minimum (12 gauge)
6. Tension Wire: 0.177-inch diameter, 7 gauge, metallic-coated steel marcelled tension wire conforming to ASTM A824 with finish to match fabric.

Coating: Type II, Class 2, with a minimum coating of 1.2 ounces zinc-coating/square feet of uncoated wire surface, as determined by ASTM A90.
7. Ties: Minimum 9 gauge.
 - a. Galvanized steel ties required for attaching fabric to all posts and rails.
8. Barbed Wire Support Arms: Manufacturer's standard single 45-degree sloped support arm, finish matching framework finish, complete with provisions for anchorage to posts and attaching three (3) rows of barbed wire to each arm. Capable of withstanding 250 pounds applied at the outer strand of barbed wire.

9. All posts, rails, fittings, and accessories are to be vinyl coated where vinyl coated chain link fence is called for on the plans or specifications.
- H. CONCRETE: Provide concrete consisting of portland cement, aggregate and potable water. Mix materials to obtain concrete with a minimum 28-day compressive strength of 3,000 psi. Use at least four (4) sacks of cement per cubic yard, 1-inch maximum size aggregate, 4-inch maximum slump.
- I. GATES:
1. The size of gate opening shall be measured between the inside face of gate posts. The gate shall be designed and erected to permit the gate to swing a full 180 degrees.
 2. Fabricate perimeter frames of gates from same material and finish as fence framework. Assemble gate frames by welding. Provide horizontal and vertical members to ensure proper gate operation and attachment of fabric, hardware, and accessories. Space frame members maximum of eight (8') feet apart unless otherwise indicated.

Fabric: Same as for fence unless otherwise indicated. Secure fabric at vertical edges with tension bars and bands and to top and bottom of frame with tie wires. Attach securely to gate frame at intervals not to exceed 15".
 3. Swing Gates: Comply with ASTM F900
 - a. Gate leaf's up to six feet (6') wide:
 - 1) Up to six feet (6') high: Fabricate perimeter frames of 1.900-inch (min) OD Type I steel pipe.
 - 2) Over six feet (6') high: Fabricate perimeter frames of 2.375-inch (min) OD Type I steel pipe.
 - 3) Interior pipe members shall be 1.900" OD Type I steel pipe or greater.
 - b. Gate Hardware: Provide commercial grade or better galvanized hardware and accessories for each gate according to the following:
 - 1) Hinges: Size and material to suit gate size, non-lift-off type, offset to permit 180-degree gate opening. Provide three (3) hinges for each leaf over 6-foot nominal height. All gate hinges to be heavy duty malleable iron or steel, industrial service and allow opening and closing without binding.
 - 2) Latch: Forked or plunger-bar type to permit operation from either side of gate with padlock eye as an integral part of latch.
 - 3) Keeper: Provide a keeper for each gate leaf five feet (5') wide or more that automatically engages gate leaf and holds it in the open position until manually released.
 - 4) Gate Stops: Provide gate stops for double gates consisting of mushroom-type flush plate with anchors, set in concrete and designed to engage a center drop rod or plunger bar. Include a locking device and padlock eyes as an integral part of the latch, permitting both gate leaves to be locked with a single padlock.
 4. Sliding Gates: Comply with ASTM F1184
 - a. Type II, Cantilever: Manufacturer's standard top rail gate incorporating a track for the top roller. Brace frame to prevent sagging and apply fabric to entire gate. Provide a lockable positive latch and other hardware and accessories as required.
 - b. Class 2: Provide internal rollers with sealed lubricant ball bearings.
- J. INSTALLATION:
1. General: Install fence to comply with ASTM F567. Do not begin installation and erection before final grading is completed, unless otherwise permitted.

2. Demolition: Remove and legally dispose of all existing fencing that is approved by County's representative to be removed. Terminate existing fencing to remain and begin new fencing with appropriate posts and bracing.
3. Excavation: Drill or hand-excavate (using post-hole digger) holes for posts to diameters and spacings indicated, in firm, undisturbed or compacted soil.
 - a. If not indicated on Drawings, excavate holes for each post to minimum four (4) times diameter of post.
 - b. Unless otherwise indicated, excavate hole depths approximately three inches (3") lower than post bottom, with bottom of posts set not less than 36 inches below finish grade surface (48" for backstop).
4. Setting Posts: Center and align posts in holes three (3") inches above bottom of excavation. Space a maximum of 10-feet on center, unless otherwise indicated. All posts shall be set in concrete. Top of fence shall run at designated height with contour of ground unless otherwise specified.
 - a. Protect portion of posts above ground from concrete splatter. Place concrete around posts and vibrate or tamp for consolidation. Check each post for vertical and top alignment, and hold in position during placement and finishing operations.
 - b. Unless otherwise indicated, extend concrete footings up to two (2") inches above grade and trowel to a crown to shed water.
5. Top Rails: Run rail continuously through line post caps, bending to radius for curved runs and at other posts terminating into rail end attached to posts or post caps-fabricated to receive rail. Provide expansion couplings as recommended by fencing manufacturer. Weld connections on fence 20'-high or higher and backstop.
6. Intermediate and Bottom Rails: Install rails in one (1) piece between posts and flush with post on fabric side, using rail ends and special offset fittings where necessary. Weld connections on fence 20'-high or higher and backstop.
7. Fabric: In no case shall the fabric extend above the top rail. Fabric is normally to be installed on the playing field side (if applicable) – confirm side of posts on which fabric is to be installed with County's representative. Stretch fabric tight from terminal posts. Fabric shall be fastened to line posts by ties spaced approximately 12"-15" apart. Attach fabric to rails at intervals not exceeding 24". Install fabric with top of knuckled edge no higher than top edge of top rail. Bend ends of wire ties a minimum of 360 degrees around the fence fabric wire and leave end so as to minimize hazard to persons.
8. Brace Assemblies: Install braces at end and gate posts and at both sides of corner and pull posts. Locate horizontal braces at mid-height of fabric on fences with top rail and two-thirds fabric height on fences without top rail. Install so posts are plumb when diagonal rod is under proper tension.
9. Termination: Fabric shall be cut and fastened to each terminal post independently by tension bar with bands spaced approximately 12"-15" apart.
10. Tension Wire: Fasten to tension wire, where applicable, with hog rings spaced approximately 24" apart.

K. GATE INSTALLATION: Install gates according to manufacturer's instructions, plumb, level, and secure for full opening without interference. Install ground-set items in concrete for anchorage. Adjust hardware for smooth operation and lubricate where necessary.

L. ADJUSTING: Gates - After repeated operation of completed installation equivalent to three (3) day's use by normal traffic, readjust gates for optimum operating conditions and safety. Lubricate operating equipment and clean exposed surfaces.

Clean-up: Concrete shall be cleaned off of all posts and adjacent surfaces. Adjacent surfaces shall be restored to condition prior to work. Ground around each post shall be raked smooth and rocks, excess concrete and debris removed.

TS-18 VINYL RAIL FENCING:

A. SUBMITTALS: Submit the following according to the Conditions of the Contract.

1. Product data in the form of manufacturer's technical data, specifications, and installation instructions for fence and accessories.
2. Shop drawings showing location of fence and overall layout and details.
3. Samples for finishes, color and profiles if requested.

B. SINGLE-SOURCE RESPONSIBILITY: Obtain fence including accessories from a single source approved by the manufacturer unless otherwise approved by the County. Manufacturers shall be capable of providing a field service representative during construction if requested. Approved manufacturers include:

1. Kroy Building Products
1857 Evans Road
Cary, North Carolina 27513
(800) 933-5769

C. FIELD MEASUREMENTS: Verify layout information for fences in relation to the property survey and existing structures. Verify dimensions by field measurements. Review layout with County's representative prior to commencing installation, including identification of fencing to be removed and to remain.

D. PRODUCTS:

1. All products shall be new and undamaged.
2. Fence shall be PVC 2-rail fence, unless otherwise specified, with matching posts, manufactured specifically to fit rail and angle configurations. The system shall include all posts, rails, pickets, caps, metal inserts and accessory items necessary to complete the installation.
3. Material: Fence material shall be 100% virgin vinyl. Fencing components are comprised of profiles made of extruded, rigid polyvinylchloride (PVC) specifically formulated for outdoor use with superior UV resistance, color hold and impact resistant properties after extended outdoor exposure.
4. Posts, rails, pickets, post caps and picket caps shall comply with ASTM D4216, Class I43354311122.
5. Height: Height of top of upper rail shall be approximately 34" above grade.
6. Color: White, integral to product.

E. RAILS AND POSTS:

1. Rails shall be one (1) piece extruded 2" x 6". Interior profile shall contain at least two (2) stiffener ribs.
2. Posts shall be one (1) piece extruded square profile, 5" x 5", and at least 60" in length. Post caps shall be molded to fit the post profile.

F. FITTINGS AND ACCESSORIES:

1. As provided by fencing manufacturer for the intended purpose.
2. Post and Line Caps: Provide weather-tight closure cap for each post.

G. INSTALLATION:

1. General: Do not begin installation and erection before final grading is completed, unless otherwise permitted.

2. Demolition: Remove and legally dispose of all existing fencing that is approved by County's representative to be removed. Terminate existing fencing to remain and begin new fencing with appropriate posts.
3. Excavation: Drill or hand-excavate (using post-hole digger) holes for posts to diameters and spacings indicated, in firm, undisturbed or compacted soil to minimum depth of 27".
4. If not indicated on Drawings, excavate holes for each post to minimum 12" diameter.
5. Unless otherwise indicated, excavate hole depths approximately three (3") inches lower than post bottom.
6. Setting Posts: Center and align posts in holes three inches (3") above bottom of excavation. Space a maximum of eight feet (8') on center, unless otherwise indicated. Top of fence shall run essentially parallel to grade unless otherwise specified. Set posts plumb such that at least 24" is buried, the top of each rail is at approximately 18" and 34", respectively, and the top of post extends two inches (2") above the top of the top rail.
7. Rails shall fit completely and securely into post cutouts.
8. Termination: Fence shall terminate at a terminal post specifically manufactured for the purpose without rail cutouts on the opposite side.

H. ADJUSTING:

1. Finished fence shall be uniform and consistent in appearance.
2. Clean-up: Adjacent surfaces shall be restored to condition prior to work. Ground around each post shall be raked smooth and rocks with excess debris removed.

TS-19 ALUMINUM PICKET FENCING:

A. SUBMITTALS: Submit the following according to the Conditions of the Contract.

1. Product data in the form of manufacturer's technical data, specifications, and installation instructions for fence and accessories.
2. Shop drawings, including an elevation drawing, showing manufacturer's fencing style, panel dimensions, location of fence and overall layout and details.
3. Samples for finishes, color and profiles if requested.

B. SINGLE-SOURCE RESPONSIBILITY: Obtain fence including accessories from a single source approved by the manufacturer unless otherwise approved by the County. Manufacturers shall be capable of providing a field service representative during construction if requested. Approved manufacturers include:

1. Ideal Aluminum Products
531 Codisco Way
Sanford, FL 32771
1 (877) 323-6496
www.idealaluminumproducts.com
2. Specrail
129 Leeder Hill Drive
Hamden, CT 06517
1 (800) 243-6256
www.specrail.com

C. DELIVERY, STORAGE AND HANDLING: Fence panels, gates, posts and accessories shall be delivered to the construction site in packed cartons. Each package shall be identified and bear the name of the manufacturer. Store all materials in a secure and dry area.

D. PROJECT CONDITIONS:

1. The Contractor shall provide labor, materials and all necessary accessory items for the installation of the ornamental aluminum fence system specified herein.
2. Field Measurements: Verify layout information for fences in relation to the property survey and existing structures. Verify dimensions by field measurements. Review layout with County's representative prior to commencing installation, including identification of fencing to be removed and to remain.

E. PRODUCTS:

1. All products shall be new and undamaged.
2. Aluminum Extrusions: All components shall be made of 6063-t5 in accordance with ASTM B221.
3. Fasteners: All screws shall be 302 stainless self-drilling head. All screws shall be painted to match the finish of the fence.
4. Accessories: Aluminum castings shall be used for all post caps, wall brackets, scrolls, finials and other miscellaneous hardware. Hinges and latches shall be fabricated from aluminum extrusions with stainless steel springs.
5. Grade: All fencing components shall be from manufacturer's Industrial grade series with the following minimum profiles:
 - a. Pickets: 1" x 1" x .062
 - b. Stringers: 1.625 x 1.625 x .100 (sidewall) and .070 (topwall)
 - c. Posts: 2.5" x 2.5" x .075
 - d. Gate Post: 4" x 4" x .125
 - e. Picket Spacing: 1.5" square, not to exceed 5" o.c.
6. Style: Fence style shall be comparable to Ideal Aluminum Products "Long Islander #300" or Specrail "S9-Storrs".
7. Height: Height of top of upper rail shall be approximately 6' or 8' above grade, as specified.
8. Color: to be selected by County from manufacturer's standard available colors.

F. FINISH: The fence shall be coated with an environmentally friendly, premium, high-solids acrylic coating which exceeds AAMA 603.8. Application shall be by electrostatic spray. Curing shall be at a temperature of 375–400 degrees F.

G. FABRICATION:

1. Stringers (horizontal rails) shall be punched to allow pickets to pass through the top of the rail. The number of stringers shall vary with the style, height and strength as determined by the manufacturer.
2. Pickets shall be fastened to stringers mechanically with stainless steel TEK screws on one (1) side of the stringer only.
3. Panels shall be factory assembled.
4. Posts shall be pre-punched to allow the stringers to slide in and be attached with stainless steel TEK screws. Cast aluminum post caps shall be affixed to all posts and secured with screws.
5. Gates shall be fabricated using the same components as for the complete fencing system. Walk gates shall have adjustable self-closing hinges, be self-latching and include provisions for locking.

H. INSTALLATION:

1. General: Do not begin installation and erection before final grading is completed, unless otherwise permitted.
2. Demolition: Remove and legally dispose of all existing fencing that is approved by County's representative to be removed. Terminate existing fencing to remain and begin new fencing with appropriate posts.
3. Set fence posts at 6'-0" on center maximum; set gate posts for specified gate openings. Post depth and diameter of footing shall be in accordance with manufacturer's recommendations.
4. Insert stringer ends into pre-punched posts and fasten with TEK screws.
5. Center and align posts. Place concrete around posts and vibrate or tamp for consolidation. Re-check vertical and top alignment of posts and make necessary corrections.
6. Install gates according to manufacturer's instructions, plumb, level, and secure for full opening without interference. For double gates, install drop rod. Install ground-set items in concrete for anchorage. Adjust hardware for smooth operation and lubricate where necessary.

I. ADJUSTING AND CLEAN-UP:

1. Finished fence shall be uniform and consistent in appearance.
2. Gates: After repeated operation of completed installation equivalent to three (3) day's use by normal traffic, readjust gates for optimum operating conditions and safety. Lubricate operating equipment and clean exposed surfaces.
3. Concrete shall be cleaned off of all posts and adjacent surfaces. Concrete should be removed from exposed posts using a 10% solution of muratic acid followed immediately by several rinses with clean water.
4. Adjacent surfaces shall be restored to condition prior to work. Ground around each post shall be raked smooth and rocks, excess concrete and debris removed.

TS-20 CRITERIA FOR AWARD: The award of this bid will be to the overall lowest responsive, responsible bidder meeting the requirements of the specifications and provisions set forth herein. Another consideration of award may be references.

The County reserves the right to reject the bid of any bidder who has previously failed to perform properly, or on time, contracts of similar nature; or who is not in a position to satisfactorily perform the contract. If, after the due date and time, the lowest bidder is deemed non-responsible by the County, such bidder shall receive written notice from the County of this determination. The bidder shall have five (5) business days from the date of this notice to dispute the determination and to provide to the County any additional information it deems relevant regarding the bidder's responsibility. The County shall make a final determination regarding the bidder's responsibility at the time of award of the contract.

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| INSURANCE REQUIREMENTS FENCING - INSTALLATION, MAINTENANCE AND REPAIRS – ANNUAL CONTRACT BID NO. 2022000552 |
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Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage 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 insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE - Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

1. Commercial General Liability – Occurrence Form (CG 00 01)

Policy shall include bodily injury, property damage, broad form contractual liability and Explosion, Collapse and Underground (XCU) coverage. The general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Minimum Requirements:

- General Aggregate \$2,000,000
- Each Occurrence \$1,000,000

For Projects greater than \$10,000,000:

Estimated Project Construction Cost from **\$10,000,000 to \$29,999,999**

- General Aggregate \$3,000,000
- Each Occurrence \$3,000,000

- a. The policy shall be endorsed to include the following additional insured language: "Charlotte County a political subdivision of the state of Florida and its officers, employees, agents and volunteers" shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor.
- b. Contractor's subcontractors shall be subject to the same minimum requirements identified above.
- c. Policy shall be endorsed for a waiver of subrogation against the Charlotte County.

2. Automobile Liability

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract. Automobile liability must be written on a standard ISO form (CA 00 01) covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned (Code 9) autos.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "Charlotte County a political subdivision of the state of Florida and its officers, employees, agents and volunteers" shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".
- b. Contractor's sub-contractors shall be subject to the same minimum requirements identified in this section.
- c. Policy shall contain a waiver of subrogation against the Charlotte County.

3. Worker's Compensation and Employers' Liability

Workers' Compensation

Employers' Liability

Each Accident, bodily injury or disease \$1,000,000

- a. Policy shall contain a waiver of subrogation against the Charlotte County.

- b. Projects on or along navigable waters an endorsement for US Longshoremen and Harbor Workers and Jones Act is required.
- c. Contractor's sub-contractors shall be subject to the same minimum requirements identified in this section.
- d. If the Contractor has no employees the Contractor must submit to the County the Workers Compensation Exemption from the State of Florida.

4. **Builder's Risk Insurance (Course of Construction) or Installation Floater**

Insurance utilizing an "All Risk" (Special Perils) coverage form with limits equal to the completed value of the project and no coinsurance penalty provisions.

5. **Contractors' Pollution Legal Liability (if project involves environmental hazards)**

| | |
|--------------------------|-------------|
| Each Occurrence or Claim | \$1,000,000 |
| Policy Aggregate | \$2,000,000 |

6. **Professional Liability (if design/build)**

| | |
|--------------------------|-------------|
| Each Occurrence or Claim | \$1,000,000 |
| Policy Aggregate | \$2,000,000 |

- a. In the event that any professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of five (5) years beginning at the time work under this Contract is completed.
- b. Policy shall contain a waiver of subrogation against Charlotte County.

Additional Insured – All policies, except for the Workers Compensation shall contain endorsements naming the County its officers, employees, agents and volunteers as additional insured with respect to liabilities arising out of the performance of services contained herein. The additional insured endorsements' shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to full extent provided by the policy, even if those limits exceed those required by this contract. Such additional insured coverage shall be at least as broad as Additional Insured(Form B) endorsement form ISO, CG 20 10 11 85 or both CG 20 10 and CG 20 37 if later revisions used.

Waiver of Subrogation Rights – The Contractor shall require the carriers of required coverage's to waive all rights of subrogation against the County, its officers, employees, agents and volunteers. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

Policies Primary and Non-Contributory – For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Severability of Interests – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.

Proof of Coverage - Prior to the commencement of performance of services the Contractor shall furnish to the County Purchasing Division Certificates of Insurance and amendatory endorsements or copies of the applicable policies. These certificates shall provide that such insurance shall not be terminated or expire without notice thereof in accordance with the policy provisions and Contractor shall maintain such insurance from the time the Contractor commences performance of services until completion of such services.

Acceptability of insurance carrier – Unless otherwise approved by Risk Management, Insurance shall be written by insurers authorized to do business in the State of Florida and with a minimum Best Insurance Guide rating of "A- VII".

Deductibles and Self-Insured Retention – Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management. The County may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the deductible or retention.

Failure to Procure Coverage – In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured or is cancelled and not replaced, the County has the right but not the obligation or duty to terminate the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

Insurance Review – Insurance requirements are subject to periodic review by the County. The Risk Manager or designee is authorized, but not required, to reduce, waive, or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced or is not needed to protect the interests of the County. In addition, if Risk Management determines that heretofore, unreasonably or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk. Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual, or alleged, on part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

**SAFETY AND HEALTH REQUIREMENTS
FENCING - INSTALLATION, MAINTENANCE AND REPAIRS –
ANNUAL CONTRACT
BID NO. 2022000552**

SH-01 HEALTH AND SAFETY PLAN: It shall be the responsibility of the Contractor to comply with OSHA, EPA, DOT and other applicable Federal and State of Florida laws, rules, regulations or other requirements. This includes, but is not limited to, 29 CFR 1926 (Safety and Health Regulations for Construction) and 1910 (Safety and Health Regulations for General Industry). Contractors are required to have a written Health and Safety Program that is jobsite specific. The elements of this written program shall be in accordance with OSHA 1926 and 1910. A list of program elements can be obtained from Charlotte County Risk Management.

The Contractor will designate a responsible member of his organization whose duty shall be the prevention of accidents at the site. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Project Manager.

A copy of the Contractor's Health and Safety Plan will be submitted to Charlotte County at least 10 days prior to commencement of work. Contractor shall provide documentation that his employees and subcontractors received training (been informed of) on the Contractor's Health and Safety Plan. The Contractor will be responsible for conducting a site safety briefing for all visitors to the site. Documentation of these site safety briefings are to be maintained by the Contractor and made available to Charlotte County upon request.

Contractor will post, where appropriate, all necessary job-site Health and Safety notices. The Environmental Health and Safety Manager will conduct unannounced job-site inspections during the course of the project. Minor safety violations may be addressed immediately with the onsite supervisor and Project Manager. Major safety violations will result in written notification to the Contractor and Charlotte County Department Director under which the project is being performed. Hazardous conditions that are considered by the Environmental Health and Safety Manager to be immediately dangerous to life or limb will result in immediate stoppage of work until the hazardous conditions are corrected.

SH-02 ACCIDENTAL SPILLS: In the event of an accidental release or spill of chemicals or other hazardous materials the Contractor shall:

- Immediately take action as appropriate to contain the spill if this action can be taken without jeopardizing the health or safety of employees,
- Notify the Fire/EMS, or other entities as needed or required,
- Contact the Project Manager/Coordinator, and
- Contact Charlotte County Risk Management and Environmental Health and Safety Manager.

The following phone numbers may be used in the event of an emergency:

| | |
|---|-------------------------------------|
| Risk Management | 941.764.4191 |
| Environmental Health and Safety Manager | 941.743.1381 (or Cell 941.223.5535) |

SH-03 CONTROL OF FUGITIVE EMISSIONS: The Contractor shall take all reasonable precautions necessary to control fugitive emissions from the job site. Fugitive emissions include, but are not limited to: nuisance dust, chemical odors/vapors/gases, hazardous materials such as lead or asbestos, and noise. Where the product(s) or material(s) to be used by the Contractor has a permissible exposure limit (PEL) established by OSHA the Contractor shall take all reasonable steps to maintain emissions of the product(s) or materials below the OSHA PEL. To verify that emissions are maintained below the OSHA PEL, the Contractor shall monitor, or shall contract to have monitored, work area exposure conditions. Monitoring shall occur, at a minimum, during the start of work and whenever there is a change in procedure, process, or chemical or material used. If it is deemed not practical to maintain exposures below the PEL, the Contractor shall restrict access to all areas where exposures exceed the PEL to authorized personnel only.

A. ASBESTOS AND SUSPECT ASBESTOS CONTAINING BUILDING MATERIALS: Contractors shall, under no circumstances, damage or disturb suspect or known asbestos containing material (ACM) unless they are a licensed Florida Asbestos Abatement Contractor and have been specifically employed to perform asbestos repair or removal. It is the responsibility of the Contractor to provide his or her own asbestos awareness program in accordance with 29 CFR 1926.1101. Where required by Federal and State regulations, the Contractor is required to have asbestos surveys performed prior to any work that includes, but is not limited to, renovation, and demolition. The asbestos survey must be performed by a

firm that is licensed in the State of Florida to perform such surveys. A copy of the asbestos survey shall be submitted to the County's project manager. Asbestos materials may not be used or installed in any Charlotte County facilities.

B. LEAD-CONTAINING BUILDING MATERIALS: Contractors that will disturb lead-containing building materials during the course of work shall take all necessary precautions to protect Charlotte County employees and the public from exposure to lead dust or contamination. These measures shall conform, at a minimum, to the OSHA requirements detailed in 29 CFR 1926.62 and applicable local, state and federal regulations. Where the Contractor is engaged in work in child-occupied facilities, such work shall be performed in accordance with 40 CFR 745, and clearance testing shall be performed by the Loss Control Coordinator or a licensed consultant at the conclusion of the project in accordance with the requirements of this regulation.

C. SAMPLING AND MONITORING RESULTS: The results of all personal and area monitoring and or other samples collected for health and safety compliance required by OSHA or any other state or federal regulatory agency shall be provided to Charlotte County.

BID FORM
FENCING - INSTALLATION, MAINTENANCE AND REPAIRS – ANNUAL CONTRACT
BID NO. 2022000552

TO: Senior Division Manager - Purchasing
Board of County Commissioners
Charlotte County Administration Center
18500 Murdock Circle
Port Charlotte, Fl. 33948-1094

The undersigned, as bidder, does hereby declare that he has read the Request for Bids, Instructions to Bidders, Technical Specifications & Conditions, Insurance, Safety & Health Requirements, Bid Form, Plans, Permit Fees, and any other documentation for

FENCING – INSTALLATION, MAINTENANCE AND REPAIRS – ANNUAL CONTRACT

and further agrees to furnish all items listed on the attached Bid Form in accordance with the unit price(s) submitted. The above specified documents are herein incorporated into the Bid Form and shall be defined as the contract documents.

TOTAL AMOUNT:

Labor Rate: \$ _____ Per Hour

RESPONSE TIME:

Time required to report to site to perform emergency service: _____ Hours
(not to exceed two (2) hours)

Time required to report to site to perform non-emergency service: _____ Hours

Please indicate by (√) that you have included the following documentation with your bid:

- () References
- () License Requirement: Local Fence Contractor’s License, Certified General, Certified Building, Registered Building, or Registered General.

NOTE: In accordance with Florida Statutes, Section 119.071(1)(b)2: Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.071(1)(b)2 and s. 24(a), Art. I of the State Constitution, except as provided by Florida Statutes 255.0518, until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. Upon release of the intended decision, if you wish to obtain the quote results, you may do so by visiting our Website at <http://purchasingbids.charlottecountyfl.gov/> under “Purchasing Bids Online”, document number 225524. No information regarding the submittal will be divulged over the telephone.

Name of Bidder: _____
(This form to be returned)

If notified of the acceptance of this bid form, the undersigned agrees to execute a Contract for the stated compensation in the form as prescribed by the County, within the time constraints outlined in Instructions to Bidders.

The signature below is a guarantee that the Bidder will not withdraw his/her bid for a period of sixty (60) days after the scheduled time for opening the bids.

In accordance with section 287.135, Florida Statutes, the undersigned certifies that the company is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and does not have business operations in Cuba or Syria (if applicable) or the Scrutinized Companies that Boycott Israel List or is not participating in a boycott of Israel.

The undersigned acknowledges receipt of the following addenda, and the cost, if any, of such revisions has been included in the price bid.

Addendum No. _____, Dated _____; Addendum No. _____, Dated _____; Addendum No. _____, Dated _____

Addendum No. _____, Dated _____; Addendum No. _____, Dated _____; Addendum No. _____, Dated _____

HOLD HARMLESS AGREEMENT: The bidding firm as indicated below, through the signing of this document by any authorized party or agent, indemnify, hold harmless and defend Charlotte County, a political subdivision of the State of Florida, its officers, agents, employees, and volunteers from all suits and actions, including attorney's fees and all costs of litigation and judgment of every name and description brought against the County as a result of loss, damage or injury to person or property by reason of any act or failure to act by the bidding firm, its agents, servants or employees.

Type of Organization (Please Check One): Individual Ownership _____ Joint Venture _____
Partnership _____ Corporation _____

Name of Bidding Firm _____

Mailing Address _____

Location Address _____

City & State _____ **ZIP** _____

Telephone: _____ **Fax Number:** _____ **E-mail:** _____

Signature of person authorized to bind the Company: _____

Print Name/Title of person authorized to bind the Company: _____

Date: _____

(This form to be returned)

SOURCE OF SUPPLY AND SUBCONTRACTORS

The following sources of supply and subcontractors shall be used for **FENCING – INSTALLATION, MAINTENANCE AND REPAIRS – ANNUAL CONTRACT**. (If quoter does not have a source of supply or subcontractor, insert "to be determined". When source or subcontractor is determined, selection will be subject to County approval. If not applicable, please state N/A).

| <u>Source of Supply</u> | <u>Subcontractor(s)</u> |
|-------------------------|-------------------------|
| 1. _____ | 1. _____ |
| 2. _____ | 2. _____ |
| 3. _____ | 3. _____ |
| 4. _____ | 4. _____ |
| 5. _____ | 5. _____ |
| 6. _____ | 6. _____ |

DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that _____ (name of business) does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Signature _____

Dated _____

REFERENCES: FENCING – INSTALLATION, MAINTENANCE AND REPAIRS – ANNUAL CONTRACT

Contractor shall submit a minimum of three (3) recent (within the past five (5) years) references of projects of similar size and scope. Each reference shall include a project description, project location, name and phone number of a contact person, total project amount, and completion date. The County reserves the right to contact references.

1. Project Owner / Company: _____

Name of Contact Person: _____ Telephone # _____

Address: _____

City & State: _____ Zip Code: _____

Project Description: _____

Total Project Amount: \$ _____ Completion Date: _____

2. Project Owner / Company: _____

Name of Contact Person: _____ Telephone # _____

Address: _____

City & State: _____ Zip Code: _____

Project Description: _____

Total Project Amount: \$ _____ Completion Date: _____

3. Project Owner / Company: _____

Name of Contact Person: _____ Telephone # _____

Address: _____

City & State: _____ Zip Code: _____

Project Description: _____

Total Project Amount: \$ _____ Completion Date: _____

4. Project Owner / Company: _____

Name of Contact Person: _____ Telephone # _____

Address: _____

City & State: _____ Zip Code: _____

Project Description: _____

Total Project Amount: \$ _____ Completion Date: _____

Name of Bidder: _____

(This form to be returned)



Charlotte County
Community Development Department
 18400 Murdock Circle, Port Charlotte, FL 33948-1074
 Phone: 941.743.1201 Fax: 941.764.4907
 Zoning: 941.743.1964 Toll Free from Englewood: 941.697.2919
 Email: BuildingSvc@CharlotteFL.com
www.CharlotteCountyFL.gov

Official Use Only

"To exceed expectations in the delivery of public services"

Fee Schedule for Permits & Associated Services
Building, Right-of-Way, Zoning, Planning & Mapping

(Surcharges Amended & Effective on October 1, 2010 in accordance with Section 553.721 of the Florida Statutes)

Valuation Based Permits (note: a 3% Surcharge, \$4 minimum, is added to the fee; Plans Review Fees may also apply) The following

permit types have their fee based on building valuation. Valuation comes from the most recent Building Valuation Data (BVD) normally published each February & August by the International Code Council (ICC) on the ICC website www.iccsafe.org
 Only a signed and sealed contract may be substituted for valuation purposes in order to appeal the calculated fee and only if the contract includes all phases of construction including contractor overhead and profit.

- One & Two Family, Commercial and Multifamily types less than \$50,000 in valuation: = \$90
- One & Two Family types more than or equal to \$50,000 in valuation: = Valuation x 0.004 = Permit Fee
- Commercial & Multifamily types more than or equal to \$50,000 in valuation: = Valuation x 0.005 = Permit Fee

Flat Fee Based Permits (unless valuation is at or above \$50,000 (note: a \$4 Surcharge is added to the fee))

These permits MAY be eligible for a discounted fee of \$45 each plus the \$4 surcharge each if the following conditions are met: 1) The permits are for individual units in one condo building OR are consecutive houses on the same street, 2) The permits are all of the same type for the same work, 3) More than 10 (ten) permits are required, and 4) Inspections are called in in multiples of five or more.

| | | | | |
|------------------------------------|---------------------------|-----------------------|--------------------------|------|
| Flat Fee for the following: | = | | | \$90 |
| Baby Barrier | Door | Irrigation System | Shed (Stick Built) | |
| Barn | Electrical Power Pole | Kitchen Hood | Shed (DCA > 100 sq. ft.) | |
| Boatlift | Electrical Service Change | LP Tank | Solar Photovoltaic | |
| Cage | Fire Alarm | Parking Lot Milling | Spray Booth | |
| Carport | Fire Sprinkler | Parking Lot Restripe | Sign | |
| Communication Tower | Fire Suppression System | Parking Lot Resurface | Tent | |
| Deck | Fuel Tank | Pool Heater | Water Heater | |
| Demolition | Hood Suppression | Plumbing | Window Replacement | |
| Dock | Hurricane Protection | Sewer Connection | | |

Special Flat Fee Based Permits (unless valuation is at or above \$50,000 (note: a \$4 Surcharge is added to the fee))

| | | | | |
|------------------------------------|----------------------|------------------------------|--|-------|
| Flat Fee for the following: | = | | | \$200 |
| DCA Home | Mobile Home | Residential Interior Remodel | | |
| Garage | Residential Addition | Swimming Pool | | |

Plans Review*/Inspections

Pre-Application (this fee is credited towards the permit fee when the permit is issued):

- Single Family Residential Types = \$150
- Commercial/Multifamily Types = \$200

Plans Review Rejection:

- 1st Rejection = \$0
- 2nd Rejection = \$75
- 3rd Rejection = \$150
- 4th or more Rejection = \$225

Plans Amendment/Change:

- Residential = \$50
- Commercial = \$75
- Re-Stamp of Plans:** = \$50

Re-Inspections:

- 1st Re-Inspection = \$50
- 2nd Re-Inspection = \$100
- 3rd + Re-Inspection = \$150
- Partial Inspection = \$50

**(non-refundable)*

Miscellaneous

Expired Permit Renewal – 2 or more renewals require a letter of hardship addressed to the Building Official

| Renewal Type | Initial permit cost (building) | Renewal cost |
|---|--------------------------------|--|
| Flat Fee Trade permits | \$90 | \$90 per renewal |
| All other permits – 1 st Renewal | Various | \$200 or 25% of the initial building fee whichever is greater |
| All other permits – 2 nd Renewal | Various | \$200 or 50% of the initial building fee whichever is greater |
| All other permits – 3 rd Renewal | Various | \$200 or 75% of the initial building fee whichever is greater |
| All other permits – 4 th Renewal | Various | \$200 or 100% of the initial building fee whichever is greater |

Moving Permit (both in & out of county) = \$90

| | | |
|---|---|-------|
| Permit Extension Request (1 st 90 days – in writing & made prior to permit expiration) | = | \$63 |
| Permit Extension Request (2 nd 90 days – in writing & made prior to permit expiration) | = | \$100 |
| Stop Work Order (i.e. to have the SWO lifted) | = | \$50 |
| Temporary Certificate Of Occupancy – Must be requested in writing to the Building Official | | |

| Time Period | 1st 30 Days | 2nd 30 Days | 3rd 30 Days | Additional 30 day periods |
|-------------|-------------|-------------|-------------|---------------------------|
| Residential | \$ 100.00 | \$ 200.00 | \$ 300.00 | \$ 600.00 |
| Commercial | \$ 200.00 | \$ 400.00 | \$ 500.00 | \$ 900.00 |

Right of Way & Stormwater Division

(Note: Right of Way Permits expire after one (1) year unless a renewal fee of \$29 is paid.)

Right of Way Permit or Service:

| | |
|-------------------------------------|-------|
| Line & Grade | \$310 |
| Pool | \$90 |
| Right of Way Plans Review or Permit | \$90 |
| Right of Way Utility Permit | \$140 |
| Re-Inspection | \$90 |

Stormwater

| | |
|--------------------|-------------------------------------|
| 10 acres or less | \$580 |
| More than 10 acres | \$580 + \$21 per acre over 10 acres |

Zoning Division

Permits & Plans Review

| | |
|--|------|
| Seawalls, Boat Lifts and Docks | \$95 |
| Fence (Residential or Commercial) | \$30 |
| Residential and Commercial Miscellaneous | \$22 |
| Signs (including additional and temporary signs) | \$22 |

Temporary Event/Use Permits/Reviews

| | |
|-----------------|---------|
| Type 1 (small) | N/A |
| Type 2 (medium) | \$300 |
| Type 3 (large) | \$1,000 |

Plans Change

| | |
|-------------|------|
| Commercial | \$22 |
| Residential | \$22 |

Environmental Reviews

| | |
|--|------|
| Commercial or Multifamily Landscape/Tree Permit | \$80 |
| Commercial or Multifamily Landscape/Tree Permit (RESUBMITTAL) | \$50 |
| Single Family or Duplex Landscape/Tree Permit | \$70 |
| Single Family or Duplex Landscape/Tree Permit (RESUBMITTAL) | \$50 |
| Environmental Inspections & Mulching Permit | \$55 |

Density Transfers

| | |
|--|---------|
| Certification of a Sending Zone | \$655 |
| Transfer of Density Units W/Certificate | \$45 |
| Transfer of Density Units W/Certification of Sending Zone | \$700 |
| Transfer of Density Units W/LATF | \$130 |
| Appeal of TDU ordinance | \$1,485 |

Plans Review/Inspection/Re-Inspection

| | |
|----------------------------------|------|
| New Commercial Review | \$65 |
| Commercial Re-Submittal | \$50 |
| Single Family-Residential Review | \$50 |
| Single Family Re-Submittal | \$50 |
| Zoning Re-Inspection | \$50 |

Miscellaneous

| | |
|--|------|
| Zoning Verification Letter | \$35 |
| Permit/Code Case/Lien Research Request | \$35 |
| Minor Home Occupation | \$50 |

Current and Comprehensive Planning

| | |
|--|----------|
| Appeal (of a decision by the Zoning Official) | \$235 |
| Special Exception or Variance (See Zoning Code for list) | \$880 |
| Variance - Administrative (See Zoning Code for list) | \$175 |
| BZA Administration | \$180 |
| P&Z or BCC Continuance | \$220 |
| Small Scale Plan Amendment | \$2,490 |
| Large Scale Plan Amendment | \$2,640 |
| Small Scale Plan Amendment & Rezoning (no PD) | \$2,490 |
| Rezoning (no Planned Development) | \$2,490 |
| Rezoning for Planned Development | \$4,540 |
| Major Modification of Planned Development | \$2,590 |
| Community Development Districts | \$15,000 |
| DRI Master Development Order | \$22,000 |
| DRI Substantial Deviation | \$22,000 |
| DRI Amendment (Notice of Proposed Change) | \$3,350 |
| DRI Bi-Annual Report Administrative Fee | \$250 |

Note: Excessive recording or advertising costs will be paid by the applicant.

Land Information & Mapping Division

| | | | |
|--|--------------|--|---------|
| Street Name Changes – Public | \$460 | Data disc (CD/DVD) | \$35 |
| Street Name Changes – Private | \$405 | Aerial prints (black & white) | \$10 |
| Address Verification Letter | \$15 | Aerial prints (color) | \$31.05 |
| Address Number Change | \$15 | Aerial images on disc (All-county) | \$35 |
| Address Permit Review (Per Unit) | \$15 | Mailing – tube | \$3 |
| Property Owner Notification (Per 25 Letters) | \$15 | Mailing – postage as dictated by USPS (\$4.80 minimum) | varies |
| Hourly specialized map rate | \$41.20/hour | Data on supplied Flash Drive | N/C |

Impact Fees (please see the fee schedule online at www.charlottecountyfl.com/GrowthManagement/ImpactFees.asp)



March 24, 2023

Englewood Water District

201 Selma Avenue
Englewood, FL 34223
Attn: Bee Ling Wheaton

Dear Ms. Wheaton:

Per your request, please accept this letter as authorization from Charlotte County for the Englewood Water District to "piggyback" Bid #22-552 Fencing - Installation, Maintenance and Repairs - Annual Contract as awarded to Stewart Tennis Courts and Fencing Inc. of Palmetto, Florida.

It is understood that Englewood Water District will establish its own contract with the successful bidder, place its own orders, be invoiced therefrom and make its own payments to the successful bidder in accordance with the terms of the contract established between Englewood Water District and the successful bidder. It is also hereby mutually understood and agreed that Charlotte County is not a legally bound party to any contractual agreement made between a successful bidder and any local entity other than Charlotte County Board of County Commissioners.

If you have any questions, please feel free to contact Kathleen M. Lindback, CPPB, Contract Specialist, and Charlotte County Purchasing at 941.743.1376 or by email at kathy.lindback@charlottecountyfl.gov.

Sincerely,

Kimberly Corbett

Kimberly A. Corbett, C.P.M., CPPB
Senior Division Manager - Purchasing

KAC/kml

PURCHASING

18500 Murdock Circle, Suite 344 | Port Charlotte, FL 33948
Phone: 941.743.1374 | Fax: 941.743.1384

STATUS REPORT
For Board Meeting May 4, 2023

New Task Orders Assigned:

1. None

CIP/In-house Projects:

1. * **EBCO FM Replacement** – Staff still needs to grout the existing pipe and abandon it in place before the project is complete.
2. **Elevated Tank Rehab** – Industrial Painting Service has began replacing the wind rods and will be starting on the riser pipe replacement next. Staff intends to still put out a bid package for the rest of the work that needs to be completed.
3. * **LS #114 Improvements – Brook to Bay** – Prior to Hurricane Ian, DeJonge Excavating had installed the new lift station and associated collection piping and was preparing to reinstall the concrete RV pads and final restoration. Staff installed the new electrical service and control panel and is ready for inspection. Hurricane Ian caused quite a bit of damage inside the park and caused a portion of the retaining wall at the RV sites to collapse. Portions of the collection piping has been washed away due to the collapse and will have to be reinstalled.
4. * **LS 121 Rehab** – The piping for the bypass pump has been completed and Xylem was on site on August 24, 2022, to perform a start-up on the pump. Collections staff has been running the bypass pump during the day to become more familiar with how the system will react in preparation for the rehab project. Staff is getting quotes for the remainder of the rehab work and will be bringing those to the Board for approval as needed.
5. * **North WRF Phase 1** – Staff met with Wellen Park and Kimley Horn on April 27, 2022, to further discuss the site for the North WRF. Wellen Park has agreed to begin drafting the agreement for the purchase of the land required for the new plant. They hope to have a draft agreement to us for review towards the end of May.
6. * **South WRF – New Headworks/Drying Bed** – The pre-construction meeting with Poole & Kent was held on March 9, 2023. The contractor has begun submitting their submittals which are being reviewed by EWD and Kimley-Horn. Based on the current construction schedule, the construction would be complete in June/July of 2024.
7. **V-1 Generator Replacement** - A PO has been issued to Mid Florida Diesel on April 14, 2023, for the purchase of a new 200kW Blue Star Generator. Staff has reviewed/approved the submittals and the order has been placed.
8. **V-1 Station Rehab** – The bid package is being posted on May 4, 2023, with bids being due on June 21, 2023. A non-mandatory pre-bid meeting will take place on May 12, 2023.
9. * **Vacuum Monitoring System (V-1)** – Legends and Airvac have now teamed up. Airvac has sent us 160 new valves that will be paired with Legends' new style controllers. Once installed, we will continue to monitor how well the system is working.
10. * **Water Masterplan Update** – HDR has submitted drafts for Tech Memo 1 – Data Collection and Summary and Tech Memo 2 – Population and Flow Projections. Staff is reviewing and will be providing comments. Additionally, HDR was on site on March 31, 2023, to perform a condition assessment on both the Lime Plant and RO Plant. Their assessment will be used for making recommendations for future projects required.
11. * **WRF Centrifuge Replacement** - A PO has been issued to Pieralisi for the purchase of a new Jumbo 3 HS. The estimated ship date from Italy is July 30, 2023.



Developments/Projects Approved for Construction:

1. * **590 N. Indiana Ave Storage** – TDM Consulting, Inc. submitted final utility plans for a new 136,900 SF 3-story self-storage facility located at 590 N. Indiana Ave. A Developer’s Agreement has been executed and plans are approved for construction. No FDEP permits are required for this project.
2. * **Beachwalk by Manasota Key Phase 1** – Phases 1A, 1B, 1C, 1D and 1E are now completed. Testing has begun on the utilities in Phase 1F. The developer has made recent progress with the well upgrades. Staff homes to have Wells 3 & 4 back up and running soon. Wells 1 & 2 require changes to the FPL services that were engineering incorrectly.
3. * **Beachwalk by Manasota Key Phase 1 Amenity Center** – Construction of the utility portion of the project is complete but is awaiting final testing and the certification package.
4. * **Beachwalk by Manasota Key Phase 2** – Testing has begun on the utilities in Phase 2A. We are still awaiting FDEP approval on the offsite FM. An upsizing agreement will still need to be completed but the developer wants to get started on this work ASAP.
5. * **Boca Royale Unit 18** – The Developer’s Agreement has been executed and plans are approved. FDEP permits have been received for both water and sewer.
6. * **Boca Royale Unit 19** – The Developer’s Agreement has been executed and plans are approved. FDEP permits have been received for both water. A FDEP sewer permit is not required.
7. * **Coco Bay (FKA Island Lake Estates)** – The contractor, C&M Road Builders, has mobilized to the site to begin construction. Installation of the new vacuum system for Phase 1 is almost complete. The contractor is planning to perform the final vacuum test on the mains within the new 2-3 weeks.
8. **Gateway Court** – FDEP water permit has been received but they are still waiting on the FDEP sewer permit.
9. * **Guardian Storage** – EWD has approved the revised plans for the bore beneath SR776. The FDOT and FDEP water permits has been received.
10. * **Lake Emily** –DEME Construction has begun the land clearing and dewatering of the lake in order to perform required changes to the north shore. They intend to begin installing the lift station next week.
11. * **Placida Storage** – The utility pre-construction meeting was held on March 21, 2023, with the owner and utility contractor in attendance. The utility work should begin shortly.
12. * **River Road Storage** – The contractor has begun installing the utilities needed for the project.
13. * **Sportport/Sportport 2.0** – The Developer plans to construct warehouses intended for RV storage on two parcels within Morris Industrial Park. Minor utility improvements are needed, including the installation of a fire hydrant and fire lines for both projects. Developer’s Agreements have been completed and plans have been approved.
14. * **Storage Depot 775** – TDM Consulting, Inc. submitted final utility plans for a new 80,731 SF 3-story self-storage facility located at 4400 Placida Rd. A Developer’s Agreement has been executed and plans are approved for construction. No FDEP permits are required for this project.
15. * **Suncoast Humane Society** – The Developer’s Agreement has been executed, plans approved, and signed FDEP applications have been returned to KH Engineering, LLC.
16. * **Sure Safe Storage** – Construction has begun on the 30,000 sf storage facility. The new building requires a new fire line.

STATUS REPORT

Developments/Projects in Plan Review:

17. **200 Artists** – The project consists of 404 multi-family units and amenity center. Kimley-Horn submitted utility plans for the project. Staff returned comments on April 19, 2023.
18. * **Beachwalk by Manasota Key Phase 3** – Kimley-Horn has resubmitted plans for Phase 3 of the Beachwalk project. Plans are ready to be approved but a Developer's Agreement will need to be completed first.
19. * **Beachwalk by Manasota Key Phase 4** – Kimley-Horn submitted plans for Phase 4 of the Beachwalk project. Staff is reviewing the plans.
20. **Boca Royale East** – Morris Engineering has submitted Utility plans for Phase 1 of the Boca Royale East project. Staff is reviewing the plans.
21. * **Generation at Englewood** – Staff returned comments on the utility design on February 22, 2023.
22. * **Park Forest Phase 7B** – AM Engineering submitted plans for Phase 7B, Tract A. It will consist of 13 single family homes. Staff has reviewed the plans and has returned comments of requested changes.
23. * **Sandy Lane Townhomes** – DMK has resubmitted plans for the project. A Developer's Agreement has been completed and is awaiting execution prior to approving the plans and signing the FDEP applications.

Upcoming Developments/Projects:

24. * **Charlotte County – N. Beach Rd Sidewalk & Lighting** – Charlotte County is starting the process of hiring a consultant to begin the design of the sidewalk & lighting on N. Beach Rd starting at the north end of the beach parking lot to the Sarasota County Line. Construction is not anticipated until FY23.
25. * **Englewood Gardens** – Sarasota County has approved the rezone petition allowing the developer to construct 252 apartments. Kimley-Horn will be designing the utility improvements for this project.
26. * **Fairway Vistas at Myakka Pines** – Staff met with the developers of the property that surrounds the Myakka Pine Golf Course on Friday, October 21, 2022, to discuss future development plans. Current plans include 877 single/multi-family units, and three neighborhood amenity centers. The developers intend to begin submitting for FDEP approval for utilities in October of 2023.
27. * **FDOT – Charlotte County Line to Tangerine Woods** – Green line mark-ups have been provided to Element Engineering Group. The proposed project would convert the center turn lane into a divided raised median with direction median openings. Construction is expected to begin in 2025.
28. * **FPL Partridge Substation** – Dewberry has submitted a concept plan for an FPL substation that would be located west of Winchester Blvd. just south of the Sarasota/Charlotte County line.
29. * **Manatee Cay** – AM Engineering is working on a subdivision design for 85 SF homes and an amenity center. The parcel is located on the West side of Pine St, just North of Medical Blvd.
30. **Medical Twins** – Heidt Design is working on plans for two parcels located on Medical Blvd. Preliminary plans indicate there will be 148 single family dwellings, 150 paired villas, and amenity center. Pulte has submitted the easement for EWD and Sarasota County for review.
31. * **Safe & Secure Storage at Englewood** – Creech Consulting, Inc. has submitted a preliminary site plan for a proposed 120,975 SF 3-story self-storage facility located at 1797 Englewood Rd. and has requested a letter of availability for water and sewer services.

STATUS REPORT

32. * **Sarasota County Manasota Beach Rd Intersection Improvements** – Kimley-Horn has been selected to design the Manasota Beach Rd. improvements which includes milling and resurfacing of the intersection of Manasota Beach Rd. and Englewood Rd. as well as the addition of a right turn lane for westbound traffic. Kimley-Horn has requested marked up plans showing the utilities in the area by March 18, 2022.
33. * **Sarasota County S. McCall Road Improvements** – EWD’s draft Utility Work Schedule (UWS) was submitted to Kimley-Horn on April 20, 2022, for review. While there are quite a few items on the list, most of them will only require EWD to observe and protect our assets during the storm construction and boring of the lighting conduit. There will be a few pits and water services that may need to be replaced depending on the conflicts and final grade elevations.
34. * **Waterside Drive Multi-Family** – Staff met with engineers from DMK to discuss a new development on Waterside Dr., south of Massachusetts Ave. The Developer plans to construct 35 – 800 SF elevated houses that would be rental properties. In order to serve the project, the watermain would have to be extended and would more than likely require a private lift station.



Sanitary Sewer Utility Capacity Report

Please complete and return this form by the 5th of each month to:
Folakemi Gangbo, Planner, 18400 Murdock Circle, Port Charlotte, FL 33948
Phone: 941.764.4934 Email: Folakemi.Gangbo@charlottecountyfl.gov

| Utility Information | |
|---|---|
| Utility Name: Englewood Water District | Month/Year Reporting: March 2023 |
| Preparer's Name: Keith R. Ledford Jr., P.E. | Phone: 941-460-1020 |
| Utility Address: 201 Selma Avenue | Email: Kledford@ewdfl.com |
| City: Englewood, FL | Zip code: 34223 |

| Permit and Treatment Plant Information | |
|---|--|
| DEP Permit Number: FLA014126 | |
| Permitted Disposal Capacity (AADF): 3.0 MGD | |
| Plant Peak Design Capacity: 4.2 MGD | |

| Monthly Flow Data (For Reported Month Only) | |
|---|--|
| Month's Average Daily Flow: 1.79 MGD | |
| Month's Peak Daily Flow: 1.99 MG | |

| Sanitary Sewer Connection Information (In ERCs) | | |
|---|------------|-------------|
| | ERCs (MGD) | Connections |
| Total ERCs Permitted: | 3.0 MGD | |
| Total ERCs Served: | 20,147 | 16,582 |
| Single Family: | 15,459 | 15,449 |
| Multi-Family: | 2,925 | 372 |
| Commercial: | 1,763 | 761 |
| Industrial: | | |
| Other: | | |
| Calculated Total Flows: | 1.8 | |
| Remaining ERCs Available: | 1.2 | |

| Bulk Sewer Purchase Agreement Information | |
|--|--|
| Utility Purchased From: Englewood Water District | |
| Utility Sold To: Sandalhaven Utilities | |
| Maximum Purchase Amount: 300,000 GPD | |
| Actual Purchased Amount: 2,506,764 Gallons | |

| Bulk Sewer Purchase Agreement Information | |
|--|--|
| Utility Purchased From: Englewood Water District | |
| Utility Sold To: Charlotte County Utilities | |
| Maximum Purchase Amount: 100,000 GPD | |
| Actual Purchased Amount: 373,259 Gallons 12 Month Estimated Amount | |

| Emergency Interconnect Information | |
|------------------------------------|--|
| Interconnected Utility: N/A | |
| Amount Transferred: | |
| Reason for Emergency Transfer: | |



Potable and Recycled Water Utility Capacity Report

Please complete and return this form by the 5th of each month to:
Folakemi Gangbo, Planner, 18400 Murdock Circle, Port Charlotte, FL 33948
 Phone: 941.764.4934 Email: Folakemi.Gangbo@charlottecountyfl.gov

| Utility Information | |
|--|----------------------------------|
| Utility Name: Englewood Water District | Month/Year Reporting: March 2023 |
| Preparer's Name: Keith R. Ledford, Jr., P.E. | Phone: 941-460-1020 |
| Utility Address: 201 Selma Ave | Email: kledford@ewdfi.com |
| City: Englewood | Zip code: 34223 |
| Permit and Treatment Plant Information | |
| DEP Permit Number: 6580531 | |
| Permitted Treatment Capacity (AADF): 5.36 MGD | |
| Plant Peak Design Capacity: 6.86 MGD | |
| Monthly Flow Data (For Reported Month Only) | |
| Month's Average Daily Flow: 3.66 MGD | |
| Month's Peak Daily Flow: 4.17 MG | |
| Potable Water Connection Information (In ERCs) | |
| ERCs (MGD) | Connections |
| Total ERCs Permitted: 5.36 MGD | |
| Total ERCs Served: 23,051 | 18,791 |
| Single Family: 17,165 | 17,150 |
| Multi-Family: 3,008 | 411 |
| Commercial: 2,878 | 1,230 |
| Industrial: | |
| Irrigation: | |
| Other: | |
| Bulk Customer (Committed): 1 | 1 |
| Calculated Total Flows: 3.66 | |
| Remaining ERCs Available: 1.70 | |
| Recycled Water Connection Information (In ERCs) | |
| Total ERC Capacity 1.8 MGD | |
| Total ERCs Served: 1.8 MGD | |
| Industrial: | |
| Irrigation: 1.8 MGD | |
| Other: | |
| Remaining ERCs Available: | |
| Bulk Water Purchase Agreement Information | |
| Utility Purchased From: Englewood Water District | |
| Utility Sold To: Bocilla Utilities Inc. | |
| Maximum Purchase Amount: | |
| Actual Purchased Amount: 3,986,000 Gallons | |
| Emergency Interconnect Information | |
| Interconnected Utility: Charlotte County & Sarasota County | |
| Amount Transferred(Received): 0 | |
| Reason for Emergency Transfer: | |

ENGLEWOOD WATER DISTRICT
SEPTEMBER 30, 2022, YTD FY23 MARCH 2023
BALANCE SHEET

| | <u>FY2022</u> | <u>YTD FY 2023</u> |
|---|-----------------------|-----------------------|
| <u>ASSETS</u> | | |
| Current Assets | | |
| Cash & Equivalents | \$ 3,316,997 | \$ 3,284,708 |
| Accounts Receivable | 2,150,956 | 2,390,507 |
| Accrued Interest Receivable | - | - |
| Inventory | 1,559,955 | 1,768,537 |
| Prepays | 14,431 | 176,463 |
| Total Current Assets | <u>7,042,338</u> | <u>7,620,215</u> |
| Noncurrent Assets | | |
| Restricted Cash and Cash Equivalents | - | - |
| Restricted Assets: Investments | 7,921,316 | 6,589,016 |
| Investments | 12,045,844 | 13,573,088 |
| Connection Fees - Assessment Rec | 1,434,533 | 1,311,537 |
| Capital Assets (net) | 90,237,022 | 91,378,357 |
| Total Noncurrent Assets | <u>111,638,715</u> | <u>112,851,998</u> |
| Total Assets | <u>118,681,053</u> | <u>120,472,213</u> |
| Deferred Outflow of Resources | | |
| Accumulated Decreases in Fair Value of Hedging Derivatives | 41,898 | 41,898 |
| Accumulated Costs Associated with Refunding of Debt | 82,107 | 82,107 |
| Deferred Amounts on Pensions | 3,657,329 | 3,657,329 |
| Total Deferred Outflow of Resources | <u>3,781,334</u> | <u>3,781,334</u> |
| <u>LIABILITIES AND NET POSITION</u> | | |
| Current Liabilities | | |
| Accounts Payable | 550,647 | 541,800 |
| Accrued Liabilities | 724,914 | 144,788 |
| Total Current Liabilities | <u>1,275,562</u> | <u>686,587</u> |
| Current Liabilities Payable from Restricted Assets | | |
| Contracts Payable | - | - |
| Retainage Payable | (0) | (0) |
| Accrued Interest | 57,203 | 57,203 |
| Current Portion of Bonds and Notes Payable | 2,423,597 | 506,484 |
| Total Current Liabilities Payable from Restricted Assets | <u>2,480,800</u> | <u>563,688</u> |
| Noncurrent Liabilities | | |
| Compensated Absences | 644,293 | 752,212 |
| Net OPEB Obligation | 1,497,934 | 1,497,934 |
| Derivative Instruments - Rate Swap | 41,898 | 41,898 |
| Bonds and Notes Payable, Net | 1,801,325 | 1,801,325 |
| Net Pension Liability | 5,310,920 | 5,310,920 |
| Total Noncurrent Liabilities | <u>9,296,370</u> | <u>9,404,289</u> |
| Total Liabilities | <u>13,052,731</u> | <u>10,654,564</u> |
| Deferred Inflow of Resources | | |
| Deferred Amount on Pensions | 2,394,225 | 2,394,225 |
| | <u>2,394,225</u> | <u>2,394,225</u> |
| Net Position | | |
| Net Investment in Capital Assets | 86,012,101 | 89,070,548 |
| Unrestricted | 21,003,331 | 22,134,210 |
| Total Net Position | <u>\$ 107,015,431</u> | <u>\$ 111,204,758</u> |

**ENGLEWOOD WATER DISTRICT
INCOME STATEMENT**

YE FY22, MARCH 2022, FY23 BUDGET, YTD FY23 MARCH 2023

| | YEAR END FY22 | YTD FY22 MARCH 2022 | FY23 APPROVED BUDGET | YTD FY23 MARCH 2023 | Over (Under) Budget |
|--|-----------------------|------------------------|-------------------------|------------------------|------------------------|
| Operating Revenues | | | | | |
| Water Services | \$ 8,567,689 | \$ 4,230,036 | \$ 9,080,022 | \$ 4,470,793 | \$ (4,609,229) |
| Waste Treatment | 9,605,805 | 4,908,055 | 10,149,164 | 5,112,822 | (5,036,342) |
| Accrued Guaranteed Revenue Fees | 254,391 | 155,924 | 1,018,470 | 282,024 | (736,446) |
| Other | 329,765 | 173,292 | 330,716 | 131,908 | (198,808) |
| Total Operating Revenues | 18,757,650 | 9,467,307 | 20,578,372 | 9,997,546 | (10,580,826) |
| Operating Expenses | | | | | |
| Water Production | 3,590,914 | 1,350,015 | 3,737,036 | 1,450,136 | (2,286,900) |
| Water Distribution | 2,263,204 | 1,008,925 | 2,107,006 | 857,374 | (1,249,632) |
| Waste Treatment | 3,515,092 | 1,219,837 | 3,306,424 | 1,594,895 | (1,711,530) |
| Waste Collection | 4,841,302 | 1,631,344 | 5,053,435 | 2,849,430 | (2,204,005) |
| Laboratory | 260,867 | 121,531 | 323,798 | 135,472 | (188,326) |
| General & Administrative | 4,055,733 | 1,784,227 | 5,803,571 | 1,865,988 | (3,937,583) |
| Total Operating Expenses | 18,527,101 | 7,115,880 | 20,331,270 | 8,753,295 | (11,577,975) |
| Operating Surplus (Deficit) | 230,549 | 2,351,427 | 247,102 | 1,244,251 | 997,150 |
| Non-Operating Revenues (Expenses) | | | | | |
| Interest Income | 313,931 | 136,522 | - | 207,202 | 207,202 |
| Net Increase (Decrease) in Fair Value of Investment | (1,007,081) | (486,728) | - | 126,041 | 126,041 |
| Assessment Revenue | 75,150 | 1,618 | - | 51,875 | 51,875 |
| Interest Expense | (213,973) | (127,542) | (122,015) | (83,455) | (38,560) |
| Other Revenues | - | - | - | 538,050 | 538,050 |
| Gain (loss) on Disposal of Capital Assets | 34,440 | 34,440 | - | - | - |
| Total Non-Operating Expenses | (797,533) | (441,690) | (122,015) | 839,713 | 884,608 |
| Surplus (Deficit) Before Contributions | (566,984) | 1,909,737 | 125,087 | 2,083,964 | 1,881,757 |
| Capital Contributions | | | | | |
| Cash | 1,642,581 | 945,736 | 5,593,675 | 1,610,387 | (3,983,288) |
| Non Cash | 2,861,520 | - | - | 494,977 | 494,977 |
| Total Capital Contributions | 4,504,101 | 945,736 | 5,593,675 | 2,105,363 | (3,488,312) |
| Change in Net Position | 3,937,117 | 2,855,473 | 5,718,762 | 4,189,327 | (2,227,572) |
| Total Net Position - beginning of year, as restated | 103,078,314 | 103,078,314 | 107,015,431 | 107,015,431 | |
| Total Net Position - end of year | \$ 107,015,431 | \$ 105,933,787 | \$ 112,734,193 | \$ 111,204,758 | |

Englewood Water District
Investment Report
as of March 31, 2023

| RBC | Market Value | Percent of Total |
|--|-----------------------------|-----------------------------|
| Certificate of Deposit | 7,993,587 | 40.05% |
| Bonds- Revenue/General Obligation | - | 0.00% |
| Government Backed Bonds | 12,168,517 | 60.97% |
| Money Markets/Cash | <u>(202,708)</u> | <u>-1.02%</u> |
| | <u><u>\$ 19,959,396</u></u> | <u><u>100.00%</u></u> |
| | | |
| Centennial Bank | | |
| Cash Centennial- operating acct | 1,383,295 | |
| Cash Centennial- money market | 1,831,639 | |
| Total Cash | <u>\$ 3,214,934</u> | |
| | | |
| Total Cash and Investments | \$ 23,174,330 | |
| | | |
| Prev Month Investments | \$ 19,816,207 | |
| Prev Month - Cash - RBC | 22,395 | |
| Prev Month - Cash - Centennial | 2,735,859 | |
| Prev Month - Investments and Cash | <u><u>\$ 22,574,461</u></u> | |

Englewood Water District
RBC Investment Report
03/31/2023

| Security Description | Investment Type | Cusip | Cost | Coupon Rate | Trade Date | CD Date | Maturity Date | Par Value | Current Market Value | Estimated Yield | Duration (In Years) |
|----------------------------------|------------------|-----------|------------|-------------|------------|------------|---------------|------------|----------------------|-----------------|---------------------|
| ISRAEL STATE | US GOVT GTD NOTE | 465139PR8 | 252,052.25 | floating | 12/3/2019 | 1/21/1997 | 11/15/2024 | 273,000.00 | 253,477.77 | | 4.96 |
| CITIBANK NA | CD | 17312Q3R8 | 261,730.58 | 2.750% | 6/4/2019 | 4/2/2019 | 4/3/2023 | 258,000.00 | 257,953.56 | 2.600% | 3.83 |
| BMW BANK NORTH AMERICA | CD | 05580AWK6 | 102,905.00 | 1.450% | 11/19/2020 | 4/14/2020 | 4/14/2023 | 100,000.00 | 99,865.00 | 1.410% | 2.40 |
| BMW BANK NORTH AMERICA | CD | 05580AMJ0 | 104,238.88 | 3.000% | 1/2/2020 | 4/20/2018 | 4/20/2023 | 100,000.00 | 99,891.00 | 2.820% | 3.30 |
| CROSSFIRST BANK | CD | 22766ABJ3 | 194,458.60 | 2.150% | 3/3/2020 | 6/28/2017 | 6/28/2023 | 190,000.00 | 188,673.80 | 2.050% | 3.32 |
| MERRICK BANK SOUTH JOURDAN UT CD | CD | 59013KBQ8 | 177,666.00 | 2.150% | 8/29/2019 | 7/23/2019 | 7/24/2023 | 175,000.00 | 173,419.75 | 2.050% | 3.90 |
| BMW BANK NORTH AMERICA | CD | 05580AWV2 | 50,000.00 | 0.300% | 8/18/2020 | 8/21/2020 | 8/21/2023 | 50,000.00 | 49,079.00 | 0.290% | 3.00 |
| DISCOVER BANK GREENWOOD DE | CD | 254673TE6 | 62,162.70 | 3.250% | 6/13/2019 | 8/22/2018 | 8/22/2023 | 60,000.00 | 59,577.60 | 3.010% | 4.19 |
| WCF FINANCIAL BANK | CD | 92941EAF5 | 100,000.00 | 0.200% | 8/18/2020 | 8/26/2020 | 8/25/2023 | 100,000.00 | 98,066.00 | 0.200% | 3.00 |
| BANK OF BARODA | CD | 06062R4E9 | 260,650.52 | 3.300% | 8/1/2019 | 9/28/2018 | 9/28/2023 | 248,000.00 | 245,896.96 | 3.050% | 4.16 |
| FIRST TECHNOLOGY FCU | CD | 33715LCM0 | 259,657.22 | 3.400% | 7/23/2019 | 10/17/2018 | 10/17/2023 | 249,000.00 | 246,781.41 | 3.130% | 4.24 |
| BANK OF BARODA | CD | 06063HBA0 | 62,253.50 | 3.500% | 3/3/2020 | 12/28/2018 | 12/28/2023 | 58,000.00 | 57,304.00 | 3.200% | 3.82 |
| MEDALLION BANK | CD | 58404DDB4 | 54,592.91 | 3.300% | 6/9/2020 | 1/3/2019 | 1/3/2024 | 50,000.00 | 49,315.00 | 3.030% | 3.57 |
| SYNCHRONY BANK | CD | 87164YTC8 | 89,961.75 | 2.600% | 6/13/2019 | 1/12/2018 | 1/12/2024 | 89,000.00 | 87,274.29 | 2.430% | 4.59 |
| BANK HAPOALIM BM N NY US | CD | 06251AV80 | 37,097.10 | 3.200% | 4/1/2020 | 1/23/2019 | 1/23/2024 | 35,000.00 | 34,462.40 | 2.940% | 3.81 |
| BANK OF THE WEST | CD | 06426XZP8 | 200,000.00 | floating | 7/10/2019 | 7/30/2019 | 1/30/2024 | 200,000.00 | 198,820.00 | | 4.51 |
| GOLDMAN SACHS BANK USA | CD | 38148P4W4 | 106,237.00 | 3.150% | 3/3/2020 | 2/6/2019 | 2/6/2024 | 100,000.00 | 98,357.00 | 2.890% | 3.93 |
| EAST BOSTON SVGS BANK | CD | 27113PDL2 | 250,000.00 | 0.300% | 8/5/2020 | 8/12/2020 | 2/12/2024 | 250,000.00 | 239,827.50 | 0.290% | 3.50 |
| CIT BANK SALT LAKE CITY | CD | 17284CXH2 | 64,197.72 | 3.300% | 4/8/2020 | 2/20/2014 | 2/20/2024 | 60,000.00 | 59,052.00 | 3.020% | 3.87 |
| MORGAN STANLEY PVT BANK | CD | 61760AWH8 | 62,222.00 | 3.000% | 7/2/2019 | 2/22/2019 | 2/21/2024 | 60,000.00 | 58,893.60 | 2.760% | 4.64 |
| BANK HAPOALIM BM N NY US | CD | 06251AW30 | 150,442.33 | 3.050% | 3/16/2021 | 3/18/2021 | 3/6/2024 | 150,297.00 | 137,365.20 | 2.820% | 2.98 |
| GE CAP BK INC RETAIL | CD | 36163CLZ1 | 81,271.13 | 3.300% | 6/9/2020 | 3/14/2014 | 3/14/2024 | 74,000.00 | 72,613.98 | 3.030% | 3.76 |
| BANK HAPOALIM BM N NY US | CD | 06251AW48 | 79,269.46 | 2.900% | 4/8/2020 | 3/25/2019 | 3/25/2024 | 75,000.00 | 73,410.75 | 2.670% | 3.96 |
| UBS BANK USA | CD | 90348JJQ4 | 271,267.50 | 2.900% | 11/18/2020 | 4/3/2019 | 4/3/2024 | 250,000.00 | 244,587.50 | 2.670% | 3.38 |
| GE CAP BK INC RETAIL | CD | 36163CMZ0 | 68,201.27 | 3.300% | 3/16/2021 | 3/18/2021 | 4/4/2024 | 67,271.42 | 60,790.38 | 3.040% | 3.05 |
| GE CAP RETAIL BANK DRAPER UTAH | CD | 36160KG82 | 56,153.19 | 3.300% | 3/16/2021 | 3/18/2021 | 4/17/2024 | 55,447.37 | 49,997.85 | 3.040% | 3.09 |
| ENERBANK USA | CD | 29278TNY2 | 253,062.50 | 1.150% | 5/5/2020 | 4/29/2020 | 4/29/2024 | 250,000.00 | 239,650.00 | 1.110% | 3.99 |
| CIT BANK SALT LAKE CITY | CD | 17284CA61 | 81,113.06 | 3.350% | 7/2/2019 | 4/30/2014 | 4/30/2024 | 77,000.00 | 75,597.83 | 3.040% | 4.83 |
| COMENITY CAPITAL BANK | CD | 20033AW85 | 30,738.70 | 2.700% | 7/2/2019 | 5/15/2019 | 5/15/2024 | 30,000.00 | 29,217.90 | 2.500% | 4.87 |
| GE CAP RETAIL BANK DRAPER UTAH | CD | 36157QZE0 | 147,205.87 | 3.300% | 7/2/2019 | 5/16/2014 | 5/16/2024 | 140,000.00 | 136,998.40 | 3.020% | 4.88 |
| BANK OF NEW ENGLAND | CD | 06426KBD9 | 115,339.50 | 2.600% | 6/13/2019 | 5/23/2019 | 5/23/2024 | 114,000.00 | 110,847.90 | 2.410% | 4.95 |
| GE CAP RETAIL BANK DRAPER UTAH | CD | 36160NT90 | 55,017.09 | 3.300% | 3/16/2021 | 3/18/2021 | 5/30/2024 | 54,523.92 | 48,882.00 | 3.030% | 3.21 |
| DISCOVER BANK CD | CD | 254671V31 | 77,829.25 | 3.250% | 3/16/2021 | 3/18/2021 | 6/11/2024 | 77,211.07 | 69,383.33 | 2.990% | 3.24 |
| DISCOVER BANK CD | CD | 254671Y20 | 54,846.62 | 3.250% | 3/16/2021 | 3/18/2021 | 6/25/2024 | 54,472.15 | 48,829.50 | 2.980% | 3.28 |
| LIVE OAK BKG CO | CD | 538036HN7 | 252,687.50 | 1.850% | 1/29/2020 | 1/24/2020 | 7/24/2024 | 250,000.00 | 239,802.50 | 1.750% | 4.49 |
| INDUSTRIAL & COML BK CHINA | CD | 45581EAJ0 | 53,227.23 | 2.500% | 4/29/2020 | 7/28/2017 | 7/26/2024 | 50,000.00 | 48,367.50 | 2.320% | 4.24 |
| RAYMOND JAMES BANK NA | CD | 75472RAE1 | 110,516.45 | 2.000% | 5/14/2020 | 8/23/2019 | 8/23/2024 | 105,000.00 | 100,718.10 | 1.880% | 4.28 |
| CAPITAL ONE BANK USA NA | CD | 14042TCD7 | 89,963.90 | 1.900% | 10/13/2020 | 8/28/2019 | 8/28/2024 | 85,000.00 | 81,388.35 | 1.790% | 3.88 |
| STATE BANK OF INDIA | CD | 8562842T0 | 101,577.10 | 3.250% | 4/1/2020 | 10/17/2014 | 10/17/2024 | 95,000.00 | 92,056.90 | 2.970% | 4.55 |
| RAYMOND JAMES BANK NA | CD | 75472RAK7 | 248,801.54 | 1.800% | 1/7/2020 | 11/8/2019 | 11/8/2024 | 248,000.00 | 235,850.48 | 1.700% | 4.84 |
| STATE BANK OF INDIA | CD | 8562843C6 | 89,573.36 | 3.200% | 4/1/2020 | 12/5/2014 | 12/5/2024 | 84,000.00 | 81,516.96 | 2.890% | 4.68 |
| MERRICK BANK SOUTH JOURDAN UT CD | CD | 59013KEY8 | 77,873.75 | 1.750% | 4/29/2020 | 1/17/2020 | 1/17/2025 | 75,000.00 | 70,841.25 | 1.650% | 4.72 |
| STATE BANK OF INDIA | CD | 856285SM4 | 73,461.70 | 1.950% | 6/9/2020 | 1/22/2020 | 1/22/2025 | 70,000.00 | 66,362.80 | 1.830% | 4.62 |
| INDUSTRIAL & COML BK CHINA | CD | 45581ECD1 | 200,000.00 | 0.350% | 2/3/2021 | 2/11/2021 | 2/11/2025 | 200,000.00 | 183,692.00 | 0.350% | 4.00 |
| BELL STATE B&T | CD | 07815AAZ0 | 257,151.12 | 1.600% | 7/1/2020 | 2/27/2020 | 2/27/2025 | 245,000.00 | 230,023.15 | 1.520% | 4.66 |
| AMERICAN EXPRESS NATL BANK | CD | 02589AB68 | 245,401.17 | 1.550% | 6/9/2020 | 3/31/2020 | 3/31/2025 | 237,000.00 | 221,772.75 | 1.470% | 4.81 |
| INSTITUTION FOR SVGS | CD | 45780PBL8 | 250,000.00 | 3.100% | 5/10/2022 | 5/20/2022 | 5/20/2025 | 250,000.00 | 240,680.00 | 3.100% | 3.00 |
| HADDON SVGS BANK | CD | 404730CR2 | 164,589.25 | 0.750% | 6/24/2020 | 5/26/2020 | 5/27/2025 | 163,000.00 | 149,171.08 | 0.740% | 4.93 |
| TEXAS BANK FINL | CD | 882213AF8 | 108,999.00 | 0.700% | 6/24/2020 | 5/28/2020 | 5/28/2025 | 108,000.00 | 98,716.32 | 0.690% | 4.93 |
| STATE BANK OF INDIA | CD | 856283N77 | 253,187.50 | 0.900% | 7/14/2020 | 6/26/2020 | 6/26/2025 | 250,000.00 | 227,775.00 | 0.890% | 4.95 |
| FIRST CAROLINA BANK | CD | 31944MBB0 | 250,000.00 | 0.450% | 8/5/2020 | 8/20/2020 | 8/20/2025 | 250,000.00 | 224,805.00 | 0.450% | 5.00 |

Englewood Water District
RBC Investment Report
03/31/2023

| Security Description | Investment Type | Cusip | Cost | Coupon Rate | Trade Date | CD Date | Maturity Date | Par Value | Current Market Value | Estimated Yield | Duration (In Years) |
|---|------------------|-----------|---------------------|----------------|------------|---------------------|---------------------|---------------------|----------------------|-----------------|---------------------|
| TEXAS EXCHANGE BANK | CD | 88241TJ0 | 250,000.00 | 0.600% | 10/13/2020 | 10/23/2020 | 10/23/2025 | 250,000.00 | 223,005.00 | 0.600% | 5.00 |
| JP MORGAN CHASE BK | CD | 48128UQP7 | 246,379.95 | 0.550% | 4/8/2021 | 10/30/2020 | 1/30/2026 | 250,000.00 | 221,342.50 | 0.550% | 4.82 |
| BMO HARRIS BK NATL ASSN | CD | 05600XBY5 | 250,000.00 | 0.550% | 2/11/2021 | 2/18/2021 | 2/18/2026 | 250,000.00 | 220,892.50 | 0.200% | 5.00 |
| SUNWEST BK IRVINE CALIF | CD | 86804DCR7 | 250,000.00 | 0.450% | 2/11/2021 | 2/26/2021 | 2/26/2026 | 250,000.00 | 219,902.50 | 0.450% | 5.00 |
| PACIFIC WESTERN BANK CA | CD | 69506YYE3 | 240,000.00 | 5.250% | 3/31/2023 | 4/5/2023 | 4/6/2026 | 240,000.00 | 240,492.00 | 5.250% | 3.01 |
| TOYOTA FINL SVGS BK | CD | 89235MLC3 | 252,795.19 | 0.950% | 8/17/2021 | 7/15/2021 | 7/15/2026 | 250,000.00 | 220,252.50 | 0.950% | 5.00 |
| Subtotal | | | 7,845,179.47 | 76.150% | | 2,353,753.00 | 2,455,498.00 | 7,666,222.93 | 7,993,587.30 | | |
| US TREASURY SECURITIES | Bonds | 912828Y79 | 274,526.43 | 2.875% | 8/24/2021 | 8/25/2021 | 7/31/2025 | 250,000.00 | 243,945.00 | 0.408% | 3.93 |
| TENNESSEE VALLEY AUTH STRIP GENERIC INT PMT | zero coupon bond | 88059EHQ0 | 174,293.70 | 0.000% | 11/18/2020 | 11/3/1995 | 11/1/2025 | 178,000.00 | 159,229.90 | | 4.96 |
| TENNESSEE VALLEY AUTH | Bonds | 880591CJ9 | 68,156.95 | 6.750% | 11/18/2020 | 11/1/1995 | 11/1/2025 | 52,000.00 | 55,416.92 | 6.750% | 4.96 |
| US TREASURY SECURITIES | zero coupon bond | 912833LX6 | 419,934.35 | 0.000% | 6/1/2021 | 6/2/2021 | 11/15/2025 | 430,000.00 | 389,696.10 | | 4.46 |
| FEDERAL HOME LOAN BANK | Bonds | 3130ARLC3 | 400,000.00 | 2.625% | 3/30/2022 | 4/25/2022 | 4/25/2024 | 400,000.00 | 390,956.00 | 2.625% | 2.00 |
| UNITED STATES TREASURY NOTE | Treasury note | 912828S92 | 1,486,407.59 | 1.250% | 4/6/2022 | 8/1/2016 | 7/31/2023 | 1,500,000.00 | 1,482,540.00 | 1.950% | 1.32 |
| UNITED STATES TREASURY NOTE | Treasury note | 912828WE6 | 1,008,182.65 | 2.750% | 4/6/2022 | 11/15/2013 | 11/15/2023 | 1,000,000.00 | 1,357,812.50 | 2.200% | 1.61 |
| UNITED STATES TREASURY NOTE | Treasury note | 91282CAT8 | 459,625.75 | 0.250% | 5/10/2022 | 11/2/2020 | 10/31/2025 | 500,000.00 | 455,545.00 | 2.704% | 3.48 |
| FEDERAL FARM CREDIT BANK | Bonds | 3133ENUZ1 | 249,756.00 | 3.090% | 5/10/2022 | 4/20/2022 | 10/20/2025 | 250,000.00 | 242,597.50 | 3.120% | 3.45 |
| UNITED STATES TREASURY NOTE | Treasury note | 912828T91 | 491,709.63 | 1.625% | 6/10/2022 | 10/31/2016 | 10/31/2023 | 500,000.00 | 491,170.00 | 2.867% | 1.39 |
| UNITED STATES TREASURY NOTE | Treasury note | 9128285K2 | 500,064.71 | 2.875% | 6/16/2022 | 10/31/2018 | 10/31/2023 | 500,000.00 | 494,805.00 | 2.864% | 1.38 |
| UNITED STATES TREASURY NOTE | Treasury note | 91282CDM0 | 483,011.03 | 0.500% | 6/16/2022 | 11/30/2021 | 11/30/2023 | 500,000.00 | 486,210.00 | 2.904% | 1.46 |
| FEDERAL FARM CREDIT BANK | Bonds | 3133ENZE3 | 500,000.00 | 3.490% | 6/16/2022 | 6/22/2022 | 12/22/2023 | 500,000.00 | 494,330.00 | 3.490% | 1.52 |
| UNITED STATES TREASURY NOTE | Treasury note | 9128285U0 | 552,358.97 | 2.625% | 9/29/2022 | 12/31/2018 | 12/31/2023 | 560,000.00 | 551,532.80 | 4.042% | 1.25 |
| UNITED STATES TREASURY NOTE | Treasury note | 912828ZY9 | 460,266.01 | 0.125% | 7/6/2022 | 7/15/2022 | 7/15/2023 | 472,000.00 | 465,750.72 | 2.607% | 1.00 |
| UNITED STATES TREASURY NOTE | Treasury note | 91282CAP6 | 662,230.37 | 0.125% | 8/17/2022 | 10/15/2020 | 10/15/2023 | 685,000.00 | 668,279.15 | 3.073% | 1.16 |
| UNITED STATES TREASURY NOTE | Treasury note | 912828B66 | 981,807.48 | 2.750% | 9/29/2022 | 2/15/2014 | 2/15/2024 | 1,000,000.00 | 983,090.00 | 4.122% | 1.38 |
| UNITED STATES TREASURY NOTE | Treasury note | 9128283D0 | 485,345.89 | 2.250% | 12/15/2022 | 10/31/2017 | 10/31/2024 | 500,000.00 | 484,335.00 | 4.044% | 1.88 |
| UNITED STATES TREASURY NOTE | Treasury note | 91282CDH1 | 470,383.02 | 0.750% | 12/15/2022 | 11/15/2021 | 11/15/2024 | 500,000.00 | 472,480.00 | 4.026% | 1.92 |
| UNITED STATES TREASURY NOTE | Treasury note | 91282CFX4 | 232,551.03 | 4.500% | 12/15/2022 | 11/30/2022 | 11/30/2024 | 230,000.00 | 230,818.80 | 4.005% | 1.96 |
| FEDERAL HOME LOAN BANK | Bonds | 3130ATD87 | 14,954.91 | 3.850% | 1/10/2023 | 9/30/2022 | 6/30/2023 | 15,000.00 | 14,965.65 | 4.586% | 0.47 |
| FEDERAL HOME LOAN BANK | Bonds | 3130AUNT7 | 785,730.05 | 4.850% | 1/24/2023 | 1/30/2023 | 10/30/2023 | 785,000.00 | 535,160.50 | 4.732% | 0.75 |
| FREDDIE MAC | Bonds | 3134GYDP4 | 501,393.67 | 5.125% | 1/10/2023 | 1/26/2023 | 7/26/2024 | 500,000.00 | 498,760.00 | 4.552% | 1.50 |
| FEDERAL HOME LOAN MTG CORP | Bonds | 3134GYK92 | 521,046.00 | 5.375% | 2/16/2023 | 2/28/2023 | 8/28/2024 | 520,000.00 | 519,090.00 | 5.190% | 1.50 |
| Subtotal | | | 8,190,524.14 | | | | | 8,277,000.00 | 12,168,516.54 | | |
| Cash Balance | | | | | | | | | (202,707.77) | | |
| Subtotal Cash | | | | | | | | | (202,707.77) | | 285.13 |
| Average % and Duration in Years | | | | | | | | | | 2.166% | 3.51 |

