



MEMORANDUM

To: Cheri Coryea, Acting County Administrator
From: Diane Vollmer, Agenda Coordinator
Date: March 11, 2019
Subject: **Agenda Update for Meeting of March 12, 2019**

THIS MEMO AND THE CHANGES INDICATED BELOW ARE REFLECTED IN THE ELECTRONIC AGENDA (E-AGENDA)

CHANGES TO CONSENT AGENDA

FINANCIAL MANAGEMENT

14. **FY19 Budget Amendment Resolutions** – As clarification for the Clerk's Office, Resolution B-19-060 was updated and replaced to add wording to the description in Item 1 to specify the amounts coming "from reserves" in the Transportation Trust fund for the purchase of radios.
16. **Change Order No. 1 to Agreement 18-TA002744JP- C.R. 675 Canal Piping** – The requested action was updated to read: "...and accept and execute the Bond Rider."

PROPERTY MANAGEMENT

19. **Contract for Sale and Purchase of Parcel 128 from Martha Anne King, as Trustee of that certain Declaration of Land Trust dated February 1, 1994 for property located at 4630 60th Street East, Bradenton, Florida 34203** – The following sentence was removed from the Background Discussion: "*The attached comparison chart lists the various components of the respective appraiser's conclusions and tabulates the total amount originally sought by the landowner (\$6,181,800).*"
21. **Permanent Utility and Access Easement between Advance Self Storage, LLC and Manatee County for property located at 6424 14th Street West, Bradenton, Florida 34207** –
 - The last bullet point in the Background Discussion was amended to read:
 - "*The 12' Utility Access Easement containing 0.086 acres was extended to 14th Street West as recommended by the County Attorney's Office in the Request for Legal Services.*"
 - The following was added as an additional bullet point in the Background Discussion:
 - "*Staff recommends the action requested despite the County Attorney Office's advice that a single legal description and sketch should be used to depicting the entire easement area, as opposed to three (3) separate legal descriptions and sketches which overlap with one another.*"
23. **Special Warranty Deed from The American National Red Cross for the property located at 10311 Malachite Drive** – *Deferred.*
24. **State of Florida Department of Transportation (FDOT) Lease Agreement with Manatee County for the Palma Sola Boat Ramp - FDOT Parcel 21 (Part B)** – The requested action was updated to include: "*Execution of Addendum to Lease Agreement with FDOT.*"

ADDITIONS TO CONSENT AGENDA

The following agenda items are to be incorporated in, and considered a part of, the Consent Agenda as previously published in the agenda for this meeting of the Board of County Commissioners of Manatee County

FINANCIAL MANAGEMENT

40. **IFB 19-R070333GL Cover Dirt at Landfill** – Request for:
- *Authorization to award Invitation for Bid (IFB) No. 19-R070333GL: Cover Dirt at Landfill to Dakin Natural Soils, Inc, for a not to exceed amount of \$1,025,440; and*
 - *Authorization for the County Administrator, or her designee, to execute the Agreement.*

ADDITIONS TO REGULAR AGENDA

ADMINISTRATOR

41. **Confirmation of Appointment of Deputy County Administrator** – Request to: *“Confirm appointment of John Osborne as Deputy County Administrator effective March 12, 2019.”*

RESOLUTION B-19-060
AMENDING THE ANNUAL BUDGET
FOR MANATEE COUNTY, FLORIDA
FOR FISCAL YEAR 2018-2019

WHEREAS, Florida Statutes 129.06, authorizes the Board of County Commissioners to amend its budget for the current fiscal year as follows:

- a) Appropriations for expenditures in any fund may be decreased and other appropriations in the same fund correspondingly increased, provided the total appropriations of the fund are not changed.
- b) Appropriations from reserves may be made to increase the appropriation for any particular expense in the same fund, or to create an appropriation in the fund for any lawful purpose.
- c) Unanticipated revenues, including increased receipts for enterprise or proprietary funds, may be appropriated for their intended purpose, and may be transferred between funds to properly account for the unanticipated revenue.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Manatee County, Florida that the 2018-2019 budget is hereby amended in accordance with FS 129.06 as described on the attached summary and specified in the budget adjustment batch files which are listed below:

| Transfer of Funds | | | Unanticipated Revenue Appropriations | | |
|-------------------|--------------|---------------|--------------------------------------|--------------|---------------|
| Item No. | Batch ID No. | Reference No. | Item No. | Batch ID No. | Reference No. |
| 1 | DM11419A | BU19000259 | 2 | ES21919A/B | BU19000245 |
| 4 | EG22119A | BU19000251 | 3 | ESC1918A/B | BU19000180 |
| 7 | MH22519A | BU19000254 | 5 | MT31219A | BU19000256 |
| | | | 6 | EG22219A/B | BU19000252 |

ADOPTED IN OPEN SESSION WITH A QUORUM PRESENT AND VOTING THIS _____ DAY OF _____, 2019.

BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA

By: _____
Chairman

ATTEST: Angelina Coloneso
Clerk of the Circuit Court

By: _____
Deputy Clerk

BUDGET AMENDMENT RESOLUTION NO. B-19-060
AGENDA DATE: March 12, 2019

- 1) Department: PUBLIC WORKS & TRANSIT
Fund: TRANSPORTATION TRUST
Fund: FLEET SERVICES
Fund: RADIO - INTERNAL SERVICES
Description: Transfers \$88,540 from reserves in the Transportation Trust fund, \$2,330 from Transportation Trust fund, and \$4,660 from Fleet Services fund to the Radio fund to purchase a total of 82 new (78-Transportation, and 4-Fleet) P25 radios to replace cell phones for Storm Rediness-Public Works.

Batch ID: DM11419A Reference: BU19000259

- 2) Department: PUBLIC WORKS & TRANSIT
Fund: TRANSPORTATION TRUST
Fund: TRANSIT SYSTEM
Description: Appropriates \$188,222 into the Transit System fund for the State Transit Corridor Grant (G0T05) FPID No. 410895-1-84-05 FY2017/2018 award. The agreement was signed by the Board of County Commissioners on February 13, 2018. Also, transfers \$188,222 to reserves in the Transportation Trust fund to reduce reliance on Transportation Trust funding.

Batch ID: ES21919A/B Reference: BU19000245

- 3) Department: PUBLIC WORKS & TRANSIT
Fund: TRANSPORTATION TRUST
Fund: TRANSIT SYSTEM
Description: Appropriates \$582,024 into the Transit System fund from the FY18-19 Transportation Disadvantaged Trip and Equipment Grant (G0X44) award. The agreement was signed by the Board of County Commissioners on July 24, 2018. Also, transfers \$582,024 to reserves in the Transportation Trust fund to reduce reliance on Transportation Trust funding.

Batch ID: ESC1918A/B Reference: BU19000180

- 4) Department: BRADENTON AREA CONVENTION & VISITOR'S BUREAU
Fund: CIVIC CENTER FUND
Description: Transfers \$160,000 from reserves in the Convention Center fund for the following: Replacement of three (3) Convention Center walk-in coolers and one (1) freezer located in the kitchen in the amount of \$125,000; and Crosley Estate Radio Tower link and Wi-Fi installment in the amount of \$35,000. The radio tower link will allow signal to be received at the venue. Subsequently, receivers and wiring will be installed throughout the facility.

Batch ID: EG22119A Reference: BU19000251

- 5) Department: NEIGHBORHOOD SERVICES
Fund: LIBRARY GIFT
Description: Appropriates \$62,819 into the Library Gift fund from the estate of Theresa Zeh to be used for library materials at the Rocky Bluff Library branch. Resolution R-18-183 was executed by the Board on November 27, 2018 authorizing acceptance of the funds and to allow the Department to execute the necessary documents.

Batch ID: MT31219A Reference: BU19000256

- 6) Department: BRADENTON AREA CONVENTION & VISITOR'S BUREAU
Fund: TOURIST DEVELOPMENT TAX
Description: Appropriates \$5,120 in the Tourist Development Tax fund for additional revenue received from the Florida Arts Specialty License Plate Program through February 22, 2019. The Manatee County Board of County Commissioners approved Resolution R-17-038 on September 26, 2017, designating the Bradenton Area Convention and Visitors Bureau as the arts agency of record for Manatee County. That official designation allows the arts specialty license plate fees to be utilized solely for the benefit of our arts and culture industry.

Batch ID: EG22219A/B

Reference: BU19000252

- 7) Department: PUBLIC WORKS & TRANSIT
Fund: UTILITIES MAINT. PROJECTS
Description: Transfers \$2,020,547 from reserves in the Utilities Maintenance Projects fund for the following maintenance projects budgeted but not fully expended by September 30, 2018.

| <u>Project</u> | <u>Description</u> | <u>Amount</u> |
|-----------------|---|------------------|
| 5103081 | Gateway East:Sewer Repair | \$ 195,000 |
| 5114880 | Satellite Lift Station: 2D | 32,069 |
| 5129782 | SouthEast Water Reclamation Facility: Belt Filter Press Rehabilitation and Monitoring | 6,502 |
| 5133370 | University at I-75 Utility Relocations-Water | 2,508 |
| 5134170 | Water Lines Upper Manatee River Road at SR64 | 6,213 |
| 5134180 | Sewer Lines Upper Manatee River Road at SR64 | 840 |
| 5134270 | Water Line Relocation: Ft. Hamer Road and 301Bridge | 2,106 |
| 5134280 | Sewer Line Relocation: Ft. Hamer Road and 301Bridge | 20,518 |
| 5134580 | Manhole Replacement at SR70 to 30th St - Braden River | 191,668 |
| 5135881 | Satellite Lift Station Horseshoe Cove 2 | 35,820 |
| 5138280 | Satellite Lift Station Mill Creek | 2,882 |
| 5138380 | Satellite Lift Station N1H Rehabilitation | 68,416 |
| 5138480 | Satellite Lift Station Woodlawn Lakes | 3,495 |
| 5138580 | Satellite Lift Station Cascades | 44,898 |
| 5138680 | Satellite Lift Station Casa Loma | 36,128 |
| 5138780 | Satellite Lift Station Pescara Lakes | 35,595 |
| 5138880 | Satellite Lift Station Savannah | 22,690 |
| 5138980 | Satellite Lift Station Chateau Villages | 30,456 |
| 5139370 | FDOT Water Main Relocation at US 301 and I-75 | 1,125 |
| 5139380 | FDOT Force Main Relocation at US 301 and I-75 | 6,700 |
| 5150270 | FDOT SR64 at Rye Road - Potable Water | 247,509 |
| 5150280 | FDOT SR64 at Rye Road - Wastewater | 56,277 |
| 5150290 | FDOT SR64 at Rye Road - Reclaimed | 585,732 |
| 5150380 | Force Main - 29A | 176,523 |
| 5150480 | Force Main Old Tampa Rd | 113,300 |
| 5150580 | Force Main 10M Replacement | 87,952 |
| 5150870 | Water Treatment Plant: Bleach Pump System | 1,060 |
| 5152380 | Southwest Water Reclamation Facility: IMG Pond Control | 6,565 |
| TOTAL \$ | | 2,020,547 |

Batch ID: MH22519A

Reference: BU19000254

GENERAL FUND AND UNINCORPORATED MSTU FUND RESERVES FOR CONTINGENCY ARE NOT AFFECTED BY THIS BUDGET AMENDMENT. The balance of the FY18-19 General Fund Board's Reserve is \$379,217 and in the Unincorporated MSTU Fund Board's Reserve is \$500,000.

Manatee County Government Administrative Center
Patricia M. Glass Commission Chambers, First Floor
9:00 a.m. - March 12, 2019

REVISED March 12, 2019 - Regular Meeting
Agenda Item #40

Subject

IFB 19-R070333GL Cover Dirt at Landfill

Briefings

None

Contact and/or Presenter Information

Contact: Grace E. Lux, Financial Management Department, Procurement Division, Ext 3042

Presenters: Anthony Detweiler, Landfill Operations Supervisor, Ext 8016, and Robert Shankle, Solid Waste Division Manager, Utilities Department, Ext 5275

Action Requested

Authorization to award Invitation for Bid (IFB) No. 19-R070333GL: Cover Dirt at Landfill to Dakin Natural Soils, Inc, for a not to exceed amount of \$1,025,440.

Authorization for the County Administrator, or her designee, to execute the Agreement.

Enabling/Regulating Authority

Manatee County Code of Laws

Background Discussion

The project consists of furnishing all equipment, labor, materials, supplies, licensing, transportation, and other components necessary to provide and deliver approximately 136,000 cubic yards of cover dirt to the Lena Road Landfill.

As a result of formal competitive sealed bid procedures, a total of one (1) bidder submitted a bid for consideration as shown on the attached bid tabulation.

Procurement and the Utilities Department, Solid Waste Division recommend award to the one (1) responsive and responsible bidder, Dakin Natural Soils, Inc., Myakka City, Florida, to provide cover dirt and trucking services to the Manatee County Lena Road Landfill.

The Agreement that is presented to the Commission is for a total not-to-exceed (NTE) amount of \$1,025,440.

County Attorney Review

Not Reviewed (No apparent legal issues)

Explanation of Other

Reviewing Attorney

N/A

Instructions to Board Records

Originals to Board Records

Copies to:

Grace Lux (grace.lux@mymanatee.org), Financial Management Department-Procurement Division;

Robert Shankle (robert.shankle@mymanatee.org), Anthony Detweiler (anthony.detweiler@mymanatee.org),
and Bryan White (bryan.white@mymanatee.org), Utilities Department;

Michelle Balais (Michelle.Balais@mymanatee.org), Sr. Fiscal Service Manager, and Jim Bokish
(jim.bokish@mymanatee.org), Fiscal Specialist, Utilities

Cost and Funds Source Account Number and Name

Landfill Operations 480-0010900; object code 552000 \$1,025,440.00

Amount and Frequency of Recurring Costs

N/A

Attachment: [Bid Tabulation.pdf](#)

Attachment: [Dakin Natural Soils 19-R070333GL- Agreement .pdf](#)

Attachment: [Landfill Dirt FY19.pdf](#)

BID TABULATION

IFB No. 19-R070333GL, Cover Dirt for Landfill, FY2019

DAKIN NATURAL SOILS

| Description | Estimated Quantity | Unit of Measure | Unit Cost | Estimated Total Cost |
|------------------------|--------------------|-----------------|-----------|----------------------|
| Solid Waste Cover Dirt | 136,000 | Cubic Yards | \$7.54 | \$1,025,440.00 |



AGREEMENT No. 19-R070333GL

COVER DIRT AT LANDFILL

between

**MANATEE COUNTY
(COUNTY)**

and

**DAKIN NATURAL SOILS
(CONTRACTOR)**

AGREEMENT FOR 19-R070333GL Cover Dirt at Landfill

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2018, by and between **MANATEE COUNTY**, a political subdivision of the State of Florida, (“**COUNTY**”), with offices located at 1112 Manatee Avenue West, Bradenton, Florida 34205, and **DAKIN NATURAL SOILS**, a Florida Company, (“**CONTRACTOR**”) with offices located at 30771 Betts Road, Myakka City, Fl 34251, and duly authorized to conduct business in the State of Florida. **COUNTY** and **CONTRACTOR** are collectively referred to as the “Parties” and individually as “Party.”

WHEREAS, **CONTRACTOR** engages in the business of Cover Dirt at Landfill; and

WHEREAS, **COUNTY** has determined that it is necessary, expedient and in the best interest of **COUNTY** to retain **CONTRACTOR** to render the non-professional services described in this Agreement; and

WHEREAS, this Agreement is a result of **CONTRACTOR’S** submission of a proposal in response to IFB 19-R070333GL and **COUNTY** thereafter conducted a competitive selection process in accordance with the Manatee County Procurement Code.

NOW, THEREFORE, the **COUNTY** and **CONTRACTOR**, in consideration of the mutual covenants, promises, and representations contained herein, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

ARTICLE 1. SCOPE OF SERVICES

CONTRACTOR shall provide non-professional services as described in Exhibit A, Scope of Services. “Task” as used in this Agreement, refers to particular categories/groupings of services specified in **Exhibit A**.

ARTICLE 2. EXHIBITS INCORPORATED

This Agreement consists of a primary contract and five (5) exhibits, which are as follows:

- Exhibit A** Scope of Services
- Exhibit B** Fee Rate Schedule
- Exhibit C** Affidavit of No Conflict
- Exhibit D** Insurance and Bond Requirements
- Exhibit E** Specific Term and Conditons

These Exhibits are attached hereto and are incorporated into this Agreement. In the event of a conflict between the terms and conditions provided in the Articles of this Agreement and any Exhibit, the provisions contained within these Articles shall prevail unless the Exhibit specifically states that it shall prevail.

ARTICLE 3. AGREEMENT TERM

- A. This Agreement shall commence on the date of execution by COUNTY (“Effective Date”). This Agreement shall remain in force through September 30, 2019 unless terminated by COUNTY pursuant to Article 10, but not to exceed six (6) months.
- B. COUNTY reserves the right to extend the initial term of six (6) months for an additional six (6) months not to exceed a total of one (1) year.

ARTICLE 4. COMPENSATION

- A. CONTRACTOR shall be compensated for all services rendered and expenditures incurred in providing the services specified in **Exhibit A**.
- B. The fee rates specified in **Exhibit B** shall be the total compensation for services and shall contain all costs to include salaries, office operation, transportation, equipment, overhead, general and administrative, incidental expenses, fringe benefits and operating margin.

ARTICLE 5. INVOICES AND TIME OF PAYMENT

- A. Subject to the provisions of this Agreement, COUNTY shall pay CONTRACTOR for the services specified in **Exhibit A** at a rate of compensation according to the deliverable payment schedule stated in **Exhibit B**.
- B. COUNTY shall approve of all invoices prior to payment.
- C. COUNTY shall have forty-five (45) days from the receipt of an invoice seeking payment of fees or costs to either pay the invoice, or notify CONTRACTOR that the deliverable, or any part thereof, is unacceptable, and/or that any asserted expense is not reimbursable.
- D. COUNTY shall have the right to retain from any payment due CONTRACTOR under this Agreement, an amount sufficient to satisfy any amount of liquidated damages due and owing to COUNTY by CONTRACTOR on any other Agreement between CONTRACTOR and COUNTY.
- E. All costs of providing the services shall be the responsibility of CONTRACTOR, with the exception of reimbursement by COUNTY for costs deemed reimbursable in **Exhibit B**.
- F. Any dispute between COUNTY and CONTRACTOR with regard to the percentage of the Work that has been completed or CONTRACTOR’S invoice shall be resolved pursuant to the dispute resolution procedures established by Manatee County Procurement Code and

Article 12 of this Agreement.

ARTICLE 6. RESPONSIBILITIES OF CONTRACTOR

- A. CONTRACTOR shall appoint an Agent with respect to the services to be performed by CONTRACTOR pursuant to this Agreement. CONTRACTOR'S Agent shall have the authority to make representations on behalf of CONTRACTOR, receive information, and interpret and define the needs of CONTRACTOR and make decisions pertinent to services covered by this Agreement. CONTRACTOR'S Agent shall have the right to designate other employees of CONTRACTOR to serve in his or her absence. CONTRACTOR reserves the right to designate a different agent, provided that COUNTY is given advance written notice thereof.
- B. CONTRACTOR shall perform the work in accordance with the terms and conditions of this Agreement.
- C. CONTRACTOR shall ensure that all employees assigned to render services under this Agreement are duly qualified, registered, licensed or certified to provide the services required.
- D. CONTRACTOR shall be responsible for collecting all existing data required for the successful completion of each task.
- E. CONTRACTOR shall not engage in any obligations, undertakings, contracts or professional obligations that create a conflict of interest, or even an appearance of a conflict of interest, with respect to the services provided pursuant to this Agreement. CONTRACTOR attests to this via an Affidavit of No Conflict, **Exhibit C**.
- F. CONTRACTOR shall be entitled to rely upon information provided from COUNTY. Information includes, but is not limited to, additional services, consultations, investigations, and reports necessary for the execution of CONTRACTOR'S work under this Agreement. CONTRACTOR shall be fully responsible for verifying, to the extent practicable, documents and information provided by COUNTY and identifying any obvious deficiencies concerning the documents and information provided. CONTRACTOR shall notify COUNTY of any errors or deficiencies noted in such information provided and assist, to the extent practicable, COUNTY in the identification and resolution of same. CONTRACTOR agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed under this Agreement.
- G. CONTRACTOR shall be responsible for the professional quality technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by CONTRACTOR under this Agreement. CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.
- H. CONTRACTOR shall maintain an adequate and competent staff of professionally qualified

persons during the term of this Agreement for the purpose of rendering the required services hereunder. CONTRACTOR shall not sublet, assign or transfer any services under this Agreement without prior written consent of COUNTY.

- I. COUNTY may require in writing that CONTRACTOR remove from the project any of CONTRACTOR'S personnel that COUNTY determines to be incompetent, careless or otherwise objectionable. No claims for an increase in compensation or agreement term based on COUNTY'S use of this provision will be valid.

ARTICLE 7. RESPONSIBILITIES OF COUNTY

- A. COUNTY shall, through its County Administrator, appoint an individual to serve as County Representative. The County Representative shall have the authority to transmit instructions, receive information, interpret and define the policy of COUNTY and make decisions pertinent to services covered by this Agreement. COUNTY reserves the right to designate a different County Representative, provided that CONTRACTOR is given written notice thereof.
- B. COUNTY shall make available, at no cost to CONTRACTOR, information relative to the project that is useful in the performance of the Scope of Services.
- C. COUNTY shall provide prompt notice to CONTRACTOR whenever COUNTY observes or otherwise becomes aware of any defect in the performance of work under this Agreement.
- D. COUNTY shall give careful and reasonable consideration to the findings and recommendations of CONTRACTOR, and shall respond and issue notices to proceed in a timely manner.
- E. COUNTY personnel shall be available on a time-permitting basis, where required and necessary to assist CONTRACTOR. The availability and necessity of said personnel to assist CONTRACTOR shall be at the discretion of COUNTY.
- F. COUNTY shall perform the responsibilities enumerated in this Article at no cost to CONTRACTOR.

ARTICLE 8. COUNTY'S PROJECT MANAGER

The Project Manager, shall be appointed to represent COUNTY in all technical matters pertaining to and arising from the work and performance of this Agreement. The Project Manager shall have the following responsibilities:

- A. The examination of all reports, sketches, drawings, estimates, proposals, and any other documents provided by CONTRACTOR.
- B. Providing CONTRACTOR written decisions of COUNTY'S approval or disapproval of these documents within a reasonable time.

- C. Transmission of instructions, receipt of information, and interpretation of COUNTY policies and decisions with respect to design, materials and other matters pertinent to the services provided under this Agreement.
- D. Provide CONTRACTOR with prompt written notice whenever COUNTY observes, or otherwise becomes aware of, any defects or changes necessary in the Work.

ARTICLE 9. COUNTY OWNERSHIP OF WORK PRODUCT

The Parties agree that COUNTY shall have exclusive ownership of all reports, documents, designs, ideas, materials, reports, concepts, plans, creative works, and other work product developed for or provided to COUNTY in connection with this Agreement, and all patent rights, copyrights, trade secret rights and other intellectual property rights relating thereto (collectively “the Intellectual Property”). CONTRACTOR hereby assigns and transfers all rights in the Intellectual Property to COUNTY. CONTRACTOR further agrees to execute and deliver such assignments and other documents as COUNTY may later require to perfect, maintain and enforce COUNTY’S rights as sole owner of the Intellectual property, including all rights under patent and copyright law.

ARTICLE 10. TERMINATION OF AGREEMENT

A. TERMINATION FOR CAUSE:

1. COUNTY shall have the right, by written notice to CONTRACTOR, to terminate this Agreement, in whole or in part, for failure to substantially comply with the terms and conditions of this Agreement, to include:
 - a. Failure to provide products or services that comply with the specifications herein or that fail to meet COUNTY’S performance standards;
 - b. Failure to deliver the supplies or perform the services within the time specified in this Agreement; or
 - c. Work that is at a rate that disrupts the overall performance of this Agreement.
2. Prior to termination for default, COUNTY shall provide adequate written notice to CONTRACTOR, affording CONTRACTOR the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action.
3. Such termination may also result in suspension or debarment of CONTRACTOR in accordance with Manatee County’s Procurement Ordinance, Chapter 2-26. CONTRACTOR shall be liable for any damage to COUNTY resulting from CONTRACTOR’S default of the Agreement. This liability includes any increased costs

incurred by COUNTY in completing contract performance.

4. In the event of termination of this Agreement, CONTRACTOR shall be liable for any damage to COUNTY resulting from CONTRACTOR'S default of this Agreement. This liability includes any increased costs incurred by COUNTY in completing performance under this Agreement.
5. In the event of termination by COUNTY for any cause, CONTRACTOR shall not have any right or claim against COUNTY for lost profits or compensation for lost opportunities. After a receipt of COUNTY'S Notice of Termination and except as otherwise directed by COUNTY, CONTRACTOR shall:
 - a. Stop work on the date and to the extent specified;
 - b. Terminate and settle all orders and subcontracts relating to the performance of the terminated work;
 - c. Transfer all work in process, completed work, and other materials related to the terminated work as directed by COUNTY; and
 - d. Continue and complete all parts of that work that have not been terminated.

B. TERMINATION WITHOUT CAUSE:

COUNTY may terminate this Agreement, in whole or in part, without cause. COUNTY shall provide CONTRACTOR a written "Notice of Intent to Terminate" thirty (30) days prior to the date of termination. If this Agreement is terminated by the COUNTY without cause, CONTRACTOR shall be entitled to payment for all services performed to the satisfaction of the COUNTY and all expenses incurred under this Agreement prior to termination, less any costs, expenses or damages due to the failure of the CONTRACTOR to properly perform pursuant to this Agreement. CONTRACTOR shall not be entitled to any other compensation, including anticipated profits on unperformed services.

ARTICLE 11. TRANSITION SERVICES UPON TERMINATION

Upon termination or expiration of this Agreement, CONTRACTOR shall cooperate with COUNTY to assist with the orderly transfer of the services provided by CONTRACTOR to COUNTY. Prior to termination or expiration of this Agreement, COUNTY may require CONTRACTOR to perform and, if so required, CONTRACTOR shall perform, certain transition services necessary to shift the services of CONTRACTOR to another provider or to COUNTY itself as described below (the "Transition Services"). The Transition Services may include but shall not be limited to:

- A. Working with COUNTY to jointly develop a mutually agreed upon Transition Services plan to facilitate the termination of the services;

- B. Executing the Transition Services plan activities;
- C. Answering questions regarding the services on an as-needed basis; and
- D. Providing such other reasonable services needed to effectuate an orderly transition to a new service provider or to COUNTY.

ARTICLE 12. DISPUTE RESOLUTION

Disputes shall be resolved in accordance with the Manatee County Purchasing Code (Chapter 2-26 of the Manatee County Code of Ordinances). Any dispute resolution constituting a material change in this Agreement shall not be final until an amendment to this Agreement has been approved and executed by the County Purchasing Official. If such dispute involves the percentage of the work completed by CONTRACTOR, COUNTY shall, as promptly and reasonably as possible after resolution of such dispute, forward payment to CONTRACTOR of any amount that is determined to be owed by the COUNTY.

CONTRACTOR agrees it must exhaust all dispute resolution procedures set forth in Manatee County's Purchasing Code prior to instituting any action in state or federal court or before any administrative agency or tribunal.

ARTICLE 13. COMPLIANCE WITH LAWS

All services rendered or performed by CONTRACTOR pursuant to the provisions of this Agreement shall be in compliance with all applicable local, state and federal laws and ordinances. CONTRACTOR shall have and keep current at all times during the term of this Agreement all licenses and permits as required by law.

ARTICLE 14. NON-DISCRIMINATION

CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, sex, creed, national origin, disability or age, and will take affirmative action to ensure that all employees and applicants are afforded equal employment opportunities without discrimination because of race, color or national origin. Such action will be taken with reference to, but shall not be limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of training or retraining (including apprenticeship and on-the-job training).

No person in the United States shall, on the grounds of race, color or national origin be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of this Agreement.

ARTICLE 15. MAINTENANCE OF RECORDS; AUDITS; LICENSES

- A. CONTRACTOR shall maintain records, accounts, property records, and personnel records in accordance with generally accepted accounting principles, as deemed necessary by

COUNTY to assure proper accounting of funds and compliance with the provisions of this Agreement.

- B. CONTRACTOR shall provide COUNTY all information, reports, records and documents required by this Agreement or by COUNTY ordinances, rules or procedures, or as needed by COUNTY to monitor and evaluate CONTRACTOR'S performance. Such materials shall also be made available to COUNTY upon request for ing purposes. Inspection or copying will occur during normal business hours, and as often as COUNTY may deem necessary. COUNTY shall have the right to obtain and inspect any audit pertaining to the performance of this Agreement or CONTRACTOR made by any local, state or federal agency. To the extent such materials are in the possession of a third party, CONTRACTOR must obtain them from that third party, or certify in writing to COUNTY why it was unable to do so. CONTRACTOR shall retain all records and supporting documents related to this Agreement in accordance with all applicable laws, rules and regulations, and, at a minimum, retain all records and supporting documents related to this Agreement, except duplicate copies or drafts, for at least three (3) years after the termination date.
- C. CONTRACTOR shall obtain any licenses required to provide the Scope of Services and maintain full compliance with any licensure requirements. Copies of reports provided to or by any licensing or regulatory agency shall be forwarded to COUNTY within ten (10) days of receipt by CONTRACTOR. CONTRACTOR shall immediately notify COUNTY if the required licenses of any of its principles or agents working on this Agreement are terminated, suspended, revoked or are otherwise invalid and/or are no longer in good standing.

ARTICLE 16. PUBLIC RECORDS

Pursuant to Florida Statutes §119.0701, to the extent CONTRACTOR is performing services on behalf of COUNTY, CONTRACTOR shall:

- A. Keep and maintain public records that would ordinarily be required by COUNTY to perform the service.
- B. Upon request from COUNTY'S custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- 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 this Agreement and following completion of this Agreement if CONTRACTOR does not transfer the records to COUNTY.
- D. Upon completion of this Agreement, transfer, at no cost, to COUNTY all public records in possession of CONTRACTOR or keep and maintain public records required by COUNTY to perform the service. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records

that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

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

Phone: 941.742.5845

Email: Debbie.Scaccianoce@mymanatee.org

**Mail or hand delivery:
Attn: Records Manager
1112 Manatee Avenue West
Bradenton, FL 34205**

ARTICLE 17. INDEMNIFICATION

Each Party shall defend, indemnify, and hold harmless the other, its officers, employees and agents, from any and all third-party claims, liabilities, loss, or cause of action for property damage or bodily injury, including death, arising out of any negligent actions or omissions of the indemnifying party, its agents, officers, employees or agents in the performance of this Agreement, including without limitation, defects in design, or errors or omissions that result in material cost increases to the indemnified party. Such indemnification shall include, but not be limited to, the payment of all valid claims, losses, and judgements of any nature whatsoever in connection therewith and the payment of all related fees and costs, including attorneys' fees, incurred by the indemnified party in connection with the indemnifying party's activities arising out of the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph or deemed to affect the rights, privileges and immunities of COUNTY as set forth in Section 768.28, Florida Statutes.

ARTICLE 18. NO WAIVER OF SOVEREIGN IMMUNITY

Nothing herein shall be interpreted as a waiver by COUNTY of its rights, including the limitations of the waiver of immunity as set forth in Florida Statutes § 768.28, or any other statutes or immunities. COUNTY expressly reserves these rights to the full extent allowed by law.

ARTICLE 19. INSURANCE

- A. CONTRACTOR shall, at its own cost and expense, acquire and maintain (and cause any subcontractors, representatives, or agents to acquire and maintain) insurance policies that comply with the Insurance Requirements, attached as **Exhibit D**, during the term of this Agreement, to include any renewal terms.
- B. Certificates of Insurance and copies of policies evidencing the insurance coverage specified in **Exhibit D** shall be filed with the Procurement Official before the Effective Date of this Agreement. The required certificates shall identify the type of policy, policy number, date of expiration, amount of coverage, companies affording coverage, shall refer specifically to the title of this Agreement, and shall name Manatee County as an additional insured. No changes shall be made to the insurance coverage without prior written approval by COUNTY'S Risk Management Division.
- C. Insurance shall remain in force for at least three (3) years after completion of services under this Agreement in the amounts and types of coverage as required by **Exhibit D**, including coverage for all products and services completed under this Agreement.
- D. If the initial insurance expires prior to the termination of this Agreement, renewal Certificates of Insurance and required copies of policies shall be furnished by CONTRACTOR and delivered to the Procurement Official thirty (30) days prior to the date of their expiration.

ARTICLE 20. LEGAL SERVICES

If notified in writing by the Office of the County Attorney, CONTRACTOR agrees to provide litigation services up to and including the date of the completion of litigation as follows:

- A. Coordinate and communicate directly with the Office of the County Attorney.
- B. Provide any personnel performing services under this Agreement to testify in any litigation proceeding.
- C. Perform litigation services as directed by the Office of the County Attorney that may include but are not limited to:
 - 1. Predisposition, pretrial, or prehearing preparation.
 - 2. Preparation of court exhibits.
 - 3. Attendance and testimony at depositions, pretrial hearings, or other court hearings.
 - 4. Any other services deemed necessary by the assigned attorney to successfully litigate and defend COUNTY'S position in court.
- D. Compensation for litigation services shall not exceed CONTRACTOR'S Fee Rate Schedule

specified in **Exhibit B**. The hourly billing rates shall contain all costs to include salaries, overhead, general and administrative, incidental expenses, fringe benefits and operating margin.

- E. CONTRACTOR'S travel expenses will be submitted and paid in accordance with Florida Statutes § 112.061 provided prior approval of the travel is obtained from the County Attorney or the County Attorney's designee.
- F. CONTRACTOR shall submit monthly statements for litigation services rendered to the Office of the County Attorney for approval, providing detailed accounting sufficient for pre-audit and specifying services performed, the dates of the services, hours expended for each service, the name of the person who performed the service, the service and a breakdown of approved expenses incurred with all receipts and invoices attached.

ARTICLE 21. SOLICITATION OF AGREEMENT

CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than an employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, contingent fee, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, COUNTY shall have the right to annul this Agreement without liability, or at its discretion, to deduct from this Agreement price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

ARTICLE 22. ASSIGNMENT AND SUBCONTRACTING

CONTRACTOR shall not assign or transfer any right or duty under this Agreement to any other party without the prior written consent of COUNTY. In the event CONTRACTOR asserts it is necessary to utilize the services of third parties to perform any service under this Agreement, CONTRACTOR shall first obtain prior written approval of COUNTY.

Approval to utilize any third party shall not relieve CONTRACTOR from any direct liability or responsibility to COUNTY pursuant to the provisions of this Agreement, or obligate COUNTY to make any payments other than payments due to CONTRACTOR as outlined in this Agreement. All terms and conditions of this Agreement shall extend to and be binding on any approved purchaser, assignee, or other successor in interest.

Assignment, pledging, sale, transfer or encumbering of any interest or rights under this Agreement, to anyone other than the CONTRACTOR, without the prior written consent of the COUNTY, shall be grounds for immediate termination of this Agreement.

ARTICLE 23. CERTIFICATION OF NON-PAYMENT OF COMMISSION OR GIFT

CONTRACTOR warrants that it has not employed or retained any company or person other than

a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than an employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, contingent fee, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, COUNTY shall have the right to annul this Agreement, without liability or at its discretion to deduct from the agreement price consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

ARTICLE 24. KEY PERSONNEL

The following key personnel are hereby assigned to this Agreement by CONTRACTOR:

Jerry Dakin, Owner

CONTRACTOR shall not remove such key personnel from providing the services contemplated by this Agreement; provided, however, that the removal of such personnel due to their incapacity, voluntary termination, or termination due to just cause will not constitute a violation of this Agreement. The COUNTY will require that, at a minimum, any proposed replacement have equal or greater qualifications and experience as the key personnel being replaced. CONTRACTOR shall not make any personnel changes of the key personnel until written notice is made to and approved by the COUNTY.

ARTICLE 25. SUB-CONTRACTORS

If CONTRACTOR receives written approval from the COUNTY to use the services of a sub-contractor(s), CONTRACTOR shall utilize the sub-contractor fees specified in **Exhibit B**. CONTRACTOR shall notify COUNTY of any replacements or additions to **Exhibit B** and receive prior written approval of COUNTY for replacements or additions before the use of the sub-contractor.

ARTICLE 26. LIABILITY FOR NEGLIGENCE.

To the fullest extent allowed by law, the individuals performing services pursuant to this Agreement shall be personally liable for negligent acts or omissions. To the fullest extent allowed by law, CONTRACTOR shall likewise be liable for negligent acts or omissions in the performance of services pursuant to this Agreement.

ARTICLE 27. NOTICES

All notices, requests and authorizations provided for herein shall be in writing and shall be delivered by hand or mailed through the U.S. Mail, addressed as follows:

To COUNTY: Manatee County Government
 Solid Waste Division/Utilities
 Attn: Robert Shankle

3333 Lena Road
Bradenton, Florida
Phone: (941) 748-5275
Email: robert.shankle@mymanatee.org

To CONTRACTOR: Dakin Natural Soils
Attn: Jerry Dakin
30771 Betts Road
Myakka City, Florida
Phone: (941) 893-9181
Email: ascottcagle@gmail.com

ARTICLE 28. RELATIONSHIP OF PARTIES

The relationship of CONTRACTOR to COUNTY shall be that of an independent contractor. Nothing herein contained shall be construed as vesting or delegating to CONTRACTOR or any of the officers, employees, personnel, agents, or sub-contractors of CONTRACTOR any rights, interest or status as an employee of COUNTY. COUNTY shall not be liable to any person, firm or corporation that is employed by Agreements or provides goods or services to CONTRACTOR in connection with this Agreement or for debts or claims accruing to such parties. CONTRACTOR shall promptly pay, discharge or take such action as may be necessary and reasonable to settle such debts or claims.

ARTICLE 29. NO CONFLICT

By accepting award of this Agreement, CONTRACTOR, which shall include its directors, officers and employees, represents that it presently has no interest in and shall acquire no interest in any business or activity which would conflict in any manner with the performance of duties or services required hereunder.

ARTICLE 30. ETHICAL CONSIDERATIONS

CONTRACTOR recognizes that in rendering the services pursuant to the provisions of this Agreement, CONTRACTOR is working for the residents of Manatee County, Florida, subject to public observation, scrutiny and inquiry; and based upon said recognition CONTRACTOR shall, in all of its relationships with COUNTY pursuant to this Agreement, conduct itself in accordance with all of the recognized applicable ethical standards set by any related national societies, and the reasonable traditions to perform the services. CONTRACTOR shall be truthful in its communications with COUNTY personnel regarding matters pertaining to this Agreement and the scope of services rendered to COUNTY.

ARTICLE 31. PUBLIC ENTITY CRIMES

CONTRACTOR has been made aware of the Florida Public Entity Crimes Act, Florida Statutes § 287.133, specifically section 2(a), and COUNTY'S requirement that CONTRACTOR comply with it in all respects prior to and during the term of this Agreement.

ARTICLE 32. TAXES

COUNTY is exempt from Federal Excise and State Sales Taxes (F.E.T. Exemption Certificate No. 59-78-0089K; FL Sales Tax Exemption Certificate No. 51-02-027548-53C). Therefore, CONTRACTOR is prohibited from charging or imposing any sales or service taxes. Nothing herein shall affect CONTRACTOR'S normal tax liability.

CONTRACTOR shall be responsible for payment of federal, state, and local taxes which may be imposed upon CONTRACTOR under applicable law to the extent that CONTRACTOR is responsible for the payment of same under applicable law.

ARTICLE 33. FORCE MAJEURE

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations or any of them is delayed or prevented by Force Majeure.

Force Majeure shall include, but not be limited to, hostility, revolution, civil commotion, strike, epidemic, accident, fire, flood, wind, earthquake, hurricane, explosion, lack of or failure of transportation facilities, any law, proclamation, regulation, ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause, whether or not enumerated in this Article, is beyond the control and without the fault or negligence of the party seeking relief under this Article.

ARTICLE 34. GOVERNING LAW, JURISDICTION AND VENUE

This Agreement shall be governed by the laws of the State of Florida. Any action filed regarding this Agreement will be filed only in Manatee County, Florida, or if in Federal Court, the Middle District of Florida, Tampa Division.

ARTICLE 35. ATTORNEY FEES

In the event of any litigation arising under the terms of this Agreement, each party shall be responsible for their own attorney's fees, including appellate fees, regardless of the outcome of the litigation.

ARTICLE 36. PATENT AND COPYRIGHT RESPONSIBILITY

Any material or design specified by CONTRACTOR or supplied by CONTRACTOR pursuant to this Agreement shall not knowingly infringe any patent or copyright, and CONTRACTOR shall be solely responsible for securing any necessary licenses required for patented or copyrighted material utilized by CONTRACTOR in the performance of the non-professional services.

ARTICLE 37. AMENDMENTS

This Agreement and Exhibits referenced herein constitute the entire Agreement between the parties with respect to subject matter and mutually agree that no verbal agreements, representations, warranties or other understandings affecting the same exist. No amendment hereof shall be effective until and unless reduced to writing and executed by the parties. The parties shall execute any additional documents as may be necessary to implement and carry out the intent of this Agreement.

ARTICLE 38. SEVERABILITY

It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is held to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term or provision held to be invalid.

ARTICLE 39. LEGAL REFERENCES

All references to statutory sections or chapters shall be construed to include subsequent amendments to such provisions, and to refer to the successor provision of any such provision. References to “applicable law” and “general law” shall be construed to include provisions of local, state and federal law, whether established by legislative action, administrative rule or regulation, or judicial decision.

ARTICLE 40. HEADINGS, CONSTRUCTION

The parties agree that they have each participated in the drafting of this Agreement and that the rules with respect to construing ambiguities against the drafter of a contract shall not apply in any action or litigation regarding this Agreement. All articles and descriptive headings of paragraphs of this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

ARTICLE 41. TIME

For purposes of computing any period of number of days hereunder for notices or performance of ten (10) days or less, Saturdays, Sundays and holidays shall be excluded, unless otherwise stated.

ARTICLE 42. AUTHORITY TO EXECUTE

Each of the Parties hereto covenants to the other Party that it has lawful authority to enter into this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed effective as of the date set forth above.

DAKIN NATURAL SOILS

By: 

Scott Cagle, General Manager
Print Name & Title of Above Signer

Date: 03/01/2019

MANATEE COUNTY, a political subdivision of the State of Florida

By: _____
Theresa Webb, M.A., CPPO, CPPB, CPSM,
C.P.M., Procurement Official.

Date: _____

Exhibit A
SCOPE OF SERVICES

A.01 **SCOPE**

The Contractor shall furnish all equipment, labor, materials, supplies, licensing, transportation, and other components necessary to provide the procure of dirt and trucking services that will meet the requirements of the County.

A.02 **GENERAL REQUIREMENTS**

The Contractor shall provide the following requirements:

- A. 136,000 cubic yards of dirt on an “as needed” basis to be delivered within 86 business days from the date of the award.
- B. Delivered dirt in standard dump trucks. A standard dump truck is defined as a truck chassis with a dump body mounted to the frame of the truck. Tractor trailer dump trucks will not be accepted.
- C. Provide delivery tickets for each load showing the total number of cubic yards delivered to the landfill on a per truckload basis. NOTE: Bidder will be credited for delivered product by standard truck measure:
 - 15 Cubic Yards for 62,000# gross vehicle weight
 - 18 Cubic Yards for 70,000# gross vehicle weight
- D. Deliver dirt between the hours of 7:00 AM to 3:30 PM, Monday thru Friday unless otherwise arranged with the Lena Road Landfill Receiving Department.
- E. Begin delivery no later than five (5) calendar days after the purchase order is issued.
- F. Deliver a minimum of 100 trucks of dirt per day up to a maximum of 250 trucks per day via company owned trucks, leased or subcontracted trucks, or a combination thereof.
- G. Ensure that all drivers of the trucks used in the delivery of dirt to the County have current, valid commercial driver’s license (CDL) issued by the Florida Department of Highway Safety and Motor Vehicles.

A.03 **MATERIAL SPECIFICATIONS**

Dirt delivered by the Contractor shall meet the following material specifications:

- A. Dirt shall contain no clay, muck, stumps, roots, brush, vegetable matter, rubbish, broken concrete, asphalt, large rocks or other material that will not compact into a suitable fill.
- B. Dirt shall be an inorganic, granular material with no rocks greater than 3 1/2 inches in size, at least 90% passing the No. 4 sieve, well graded and with not more than 12% passing the No. 200 sieve.
- C. Ensure that the weight of the dirt is less than 78 pounds per cubic foot. A material weight test will be used to assess the moisture content of dirt. Dirt which exceeds 78 pounds per cubic foot will not be accepted. Moisture content of the dirt will be monitored by County staff at the Lena Road Landfill.

Exhibit B
Fee Rate Schedule

The CONTRACTOR Shall be paid by COUNTY in the amount **Seven Dollars and Fifty-four Cents (\$7.54)** per cubic yard of cover dirt. Compensation payable to the CONTRACTOR for performing the scope of services shall **NOT TO EXCEED (NTE)** the amount of **One Million and Twenty-Five, Four Hundred and Forty Dollars and Zero Cents (\$1,025,440.00)**.

EXHIBIT C
AFFIDAVIT OF NO CONFLICT

STATE OF Florida

COUNTY OF Manatee

BEFORE ME, the undersigned authority, this day personally appeared [INSERT NAME] Scott Cagle, as [INSERT TITLE] General Manager of [INSERT SUPPLIER NAME] Dakin Natural Soils, with full authority to bind (hereinafter "CONTRACTOR"), who being first duly sworn, deposes and says that CONTRACTOR:

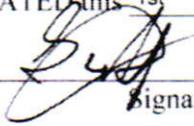
(a) Is not currently engaged and will not become engaged in any obligations, undertakings or contracts that will require CONTRACTOR to maintain an adversarial role against the County or that will impair or influence the advice, recommendations or quality of work provided to the County; and

(b) Has provided full disclosure of all potentially conflicting contractual relationships and full disclosure of contractual relationships deemed to raise a question of conflict(s); and

(c) Has provided full disclosure of prior work history and qualifications that may be deemed to raise a possible question of conflict(s).

Affiant makes this Affidavit for the purpose of inducing Manatee County, a political subdivision of the State of Florida, to enter into this Agreement No. 19-R070333GL for Manatee County Landfill.

DATED this 1st day of March, 2019.


Signature

The foregoing instrument was sworn to and acknowledged before me this 1st day of March, 2019, by Scott Cagle, as manager of Dakin Natural Soils. He/she is personally known to me or has produced _____ as identification.



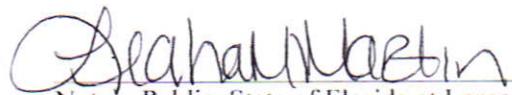

Notary Public, State of Florida at Large
Commission No. 8/9/19

Exhibit D
CERTIFICATE OF INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

| | |
|--|--|
| FLORIDA FARM BUREAU INSURANCE COMPANIES P.O. BOX 147030 GAINESVILLE, FLORIDA 32614-7030 | COMPANIES AFFORDING COVERAGES: Company Letter A: Florida Farm Bureau General Ins. Co. Company Letter B: Florida Farm Bureau Casualty Ins. Co. |
| NAME AND ADDRESS OF INSURED: DAKIN NATURAL SOILS INC 9801 289TH ST E MYAKKA CITY FL 034251 | |

The policies of insurance listed below have been issued to the insured named above and are in force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

| CO. LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | ALL LIMITS IN <u>THOUSANDS</u> | | |
|----------|--|---------------|----------------------------------|-----------------------------------|---|-----------------------|--|
| | | | | | | | |
| A | General Liability: <input checked="" type="checkbox"/> Commercial General Liability (Occurrence Form) <input type="checkbox"/> Owner's & Contractor's Protective <input type="checkbox"/> Farmer's Personal Liability | CPP 9524501 | 12/31/18 | 12/31/19 | General Aggregate | \$ 1000 | |
| | | | | | Products-completed operations aggregate | \$ 1000 | |
| | | | | | Personal & Advertising Injury | \$ 500 | |
| | | | | | Each Occurrence | \$ 500 | |
| | | | | | Fire Damage (Any one fire) | \$ 50 | |
| | | | | | Medical Expense (Any one person) | \$ 5 | |
| B | Automobile Liability: <input type="checkbox"/> Any auto <input type="checkbox"/> All owned autos <input checked="" type="checkbox"/> Scheduled autos <input checked="" type="checkbox"/> Hired autos <input checked="" type="checkbox"/> Non-owned autos | AB 1321703 | 05/06/18 | 05/06/19 | Combined Single Limit | \$ | |
| | | | | | Bodily Injury (Per Person) | \$ 500 | |
| | | | | | Bodily Injury (Per Accident) | \$ 500 | |
| | | | | | Property Damage | \$ 300 | |
| | Excess Liability: <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other than Umbrella form | | | | | Each Occurrence \$ | Aggregate \$ |
| | Employers Liability: <input type="checkbox"/> Farm Employer's Liability <input type="checkbox"/> Farm Employee's Medical | | | | | | \$ (Each Occurrence) \$ (Each Employee) |
| | Other: | | | | | | \$ |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES:
SOIL AND COMPOST SALES

CANCELLATION: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

| |
|--|
| NAME AND ADDRESS OF CERTIFICATE HOLDER: MANATEE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA ATTN: RISK MANAGEMENT DIVISION 1112 MANATEE AVENUE WEST, SUITE 969 BRADENTON, FL 34205 |
|--|

COUNTY CODE 41 DATE ISSUED 03/01/19
 Served by MANATEE County Farm Bureau
B CLINT BAILEY AGENCY, INC, FSCP

 AUTHORIZED REPRESENTATIVE

Exhibit D

CONTRACTOR'S INSURANCE STATEMENT

THE UNDERSIGNED has read and understands the aforementioned insurance and bond requirements of this Agreement and shall provide the insurance and bonds required by this section within ten (10) days from the date of notice of intent to award.

CONTRACTOR
Name: Dakin Natural Soils Date: 03/01/2019

Authorized
Signature: 

Print Name: Scott Cagle

Insurance Agency: Farm Bureau

Agent Name: Clint Bailey Agent Phone: 941-746-6161

Surety Agency: _____

Surety Name: _____ Surety Phone: _____

Please return this completed and signed statement with your agreement.

Exhibit E
SPECIFIC TERMS AND CONDITIONS

E.01 **LIQUIDATED DAMAGES**

If the CONTRACTOR refuses or fails to deliver the dirt, or any separable part thereof, with such diligence as will hinder its completion within the time specified, the County may seek damages. The actual damages for delay will be impossible to determine and in lieu thereof, the Bidder shall pay the County the sum of **\$544.00** as fixed, agreed, and liquidated damages for each calendar day of the delay until all the dirt has been delivered and finally accepted by the County and the CONTRACTOR shall be liable for the amount thereof.

E.02 **PAYMENT**

Invoices may be submitted every two (2) weeks for payment. Within forty-five (45) days after delivery by the CONTRACTOR, acceptance by the County, and presentation of an appropriate invoice, the County shall pay the total amount due.

E.03 **ACCEPTANCE**

The CONTRACTOR shall be responsible for delivering dirt that is properly inspected by the County staff before dumping. Final acceptance and approval for payment shall be given only after a thorough inspection indicates that the dirt meets bid specification and conditions. Should the delivered dirt differ in any respect from specifications, payment will be withheld until such time as the CONTRACTOR takes necessary corrective action. If the corrective action is not acceptable to the County may refuse final acceptance of the dirt and shall not be liable for payment for any portion thereof.

E.04 **INADEQUATE SERVICE**

In cases where the dirt is not properly inspected, requiring adjustment of defects after delivery to the County, then the CONTRACTOR will either remedy the defect or be responsible for reimbursing the County or local dealer selected to remedy the defect.

Project Title: Cover dirt for daily Landfill operations
Department: Utilities
Project Manager: Rob Shankle, Solid Waste Division Manager
Description of Procurement: IFB No. 19-R070333GL Cover Dirt at Landfill
Date of Report: March 1, 2019

Financial Summary of Project #R070333GL

| | <u>Account Key</u> | <u>Object Code</u> | <u>Budget</u> | <u>Encumb</u> | <u>YTD</u> | <u>Remaining Balance</u> | <u>Procurement Item</u> | <u>Remaining Balance</u> |
|--|--------------------|--------------------|---------------------|---------------|-------------|------------------------------|-----------------------------|------------------------------|
| Revenues | | | | | | | | |
| Rate Revenue | | | | | | - | | - |
| | | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Expenses | | | | | | | | |
| Cover dirt for daily Landfill ope | 480-0010900 | 552000 | 1,088,000 | - | - | 1,088,000 | 1,025,440 | 62,560 |
| TOTAL Available for landfill dirt | | | \$ 1,088,000 | \$ - | \$ - | \$ 1,088,000 | \$ 1,025,440 | \$ 62,560 |
| Difference* | | | | | | \$ (1,088,000) | | \$ (62,560) |

*Note: the expense was included in the approved FY19 operating budget and will be covered by expected (budgeted) rate revenues for Fund 480.

Manatee County Government Administrative Center
Patricia M. Glass Commission Chambers, First Floor
9:00 a.m. - March 12, 2019

REVISED March 12, 2019 - Regular Meeting
Agenda Item #41

Subject

Confirmation of Appointment of Deputy County Administrator

Briefings

All

Contact and/or Presenter Information

Cheri Coryea, Acting County Administrator

Action Requested

Confirm appointment of John Osborne as Deputy County Administrator effective March 12, 2019.

Enabling/Regulating Authority

Florida Statutes, Chapter 125.74(k)
Manatee County Code, Sections 2-2-23(a)(12)

Background Discussion

John Osborne has over 25 years of professional experience in the public and private sector. His private sector experience included work at Trigon Engineering in Charlotte, NC, and CPH Engineers in Sarasota, FL. At Manatee County Government, he has served in current and long-range urban planning, construction management, environmental management, head of the Quality Communities Team, Transportation Systems Management Division Manager and the County's Planning Department Director. Since 2015, his responsibilities under the County Administrator includes implementation of the County's How Will We Grow? plan, the 2013 Urban Land Institute's Advisory Services Panel Report for Manatee County, impact fee administration and strategic planning for County infrastructure and delivery of services. This includes their relationship to the County's budget, Capital Improvements Plan, Comprehensive Plan, other existing plans by County departments, agencies and funding sources.

At the University of South Florida, he received his Bachelor's degree and attended graduate school with coursework in Public Administration and Transportation Planning. He received a Master of Science in Environmental Management and Policy from American Military University. John is a former member of the FL Army National Guard and current member of the US Army's Individual Ready Reserve. In his career, he has served in volunteer public safety related positions to include wilderness search and rescue and fire rescue. He was the recipient of the James T. Farr Memorial Award in December 2013 for professionalism in urban planning by the Gulfcoast Chapter of the FL Planning and Zoning Association. John is also a graduate of the Manatee Chamber of Commerce 2015 Leadership Manatee class.

County Attorney Review

Not Reviewed (No apparent legal issues)

Explanation of Other

Reviewing Attorney

N/A

Instructions to Board Records

N/A

Cost and Funds Source Account Number and Name

Budgeted position within allocated positions

Amount and Frequency of Recurring Costs

N/A