Construction Contract for Electrical Upgrades to the Carson Road Water Treatment Plant

This Contract is made and entered into by and between the Immokalee Water and Sewer District ("District" or "Owner"), a Florida independent special District, whose address is 1020 Sanitation Road, Immokalee Florida, 34142 , and _____, a _____ Florida corporation ("Contractor"), whose address is _____ (the "Contract"). The Contractor and the District agree as follows:

Article 1. Incorporated Documents

The following documents are incorporated and are part of this Contract:

- Exhibit A – Scope of Work (reference Engineering Plans and Technical Specifications)
- Exhibit B – Contract Price (attach Bid Form)
- Exhibit C – Performance and Payment Bond Form
- Exhibit D – Bond and Insurance Requirements
- Exhibit E – Contractor's Response to the Invitation to Bid No. ITB FY 2024-01
- Exhibit F – District Resolution 2015-04 adopting Travel Policy
- Other documents which may be delivered or issued on or after the Effective Date of the Contract including: the Notice to Proceed, Work Change Directives, Change Orders, and Field Orders.

Article 2. The Work

Contractor shall perform the work in compliance with this Contract including the Scope of Work provided in **Exhibit A** (the "Work"). The Site of the Work includes property located at 1201 Carson Road, Immokalee, FL 34142 (the "Site").

Article 3. Contract Times

A. *Contract Times.*

This contract is in full force and effect upon execution by District and will remain in effect until final inspection and final payment by the District unless earlier terminated as provided in this Contract. The Work will be substantially complete within sixty (60) Business Days after the Effective Date of the Contract and completed and ready for final payment within ninety (90) Business Days after the Effective Date of the Contract.

B. *Calculation of Days.*

"Day" or "day" means calendar day unless otherwise specifically defined. "Business Day" means any day other than a Saturday, Sunday, or legal holiday on which the State of Florida is open for business to the public.

C. *Liquidated Damages.*

Contractor and The District recognize that time is of the essence in the performance of the Contract, and that The District will incur damages if Contractor does not complete the Work according to the times provided in this Contract. Because such damages would be difficult and costly to determine, The District and Contractor agree that as liquidated damages for delay in completion (but not as a penalty) Contractor shall pay the District $500 for each day that expires after the Contract Time for substantial completion.

Article 4. Contract Price

For performance of the Work the District shall pay to the Contractor, the lump sum amount of provided in **Exhibit B** (the "Contract Price").

Article 5. Bonds and Insurance

A. *Performance and Payment Bond.*

As required by section 255.05, Florida Statutes, before commencing the work Contractor shall provide to the District a certified copy of the recorded bond substantially in the form provided in **Exhibit C.** The bond must be in an amount equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract and must comply with the requirements listed in **Exhibit D**. The bond must remain in effect until all work is corrected as provided under the terms of the Contract but, in any case, not less than one year after the date when final payment becomes due.

B. *Insurance.*

When Contractor delivers the signed Contract to the District, Contractor shall furnish certificates, endorsements, and any other evidence of insurance showing that Contractor has obtained and will maintain insurance that meets the requirements provided in **Exhibit D**. Insurance must be provided by companies with a minimum A.M. Best rating of A-VII or better or be otherwise reasonably acceptable to the District.

Article 6. Contractor's Responsibilities

A. General.

1. Contractor shall perform the Work as required under this Contract.
2. Contractor shall coordinate and cooperate with the District's Project Manager and the District's engineer in its performance of the Work.
3. Contractor will not be relived of its obligations to perform the Work in accordance with the Contract either by activities or duties in the Project Manager's administration of

the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

B. *Contractor's Means and Methods of Construction.*

Contractor is solely responsible for the means, methods, techniques, sequences, and procedures of construction.

C. *Supervision and Superintendence*

1. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract.
2. The Contractor, as soon as practicable after the award of the contract, shall furnish in writing to the District's Project Manager the name and qualifications of a proposed superintendent. The District will reply within seven (7) days to the Contractor in writing stating whether the District has reasonable objection to the proposed superintendent. The Contractor shall not employ the proposed superintendent if the District has made a reasonable and timely objection. Contractor will not change the superintendent without the District's consent.
3. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will be on the Site at all times and will not be replaced without notice to and approval by the District except under extraordinary circumstances.
4. Contractor shall maintain good discipline and order at the Site.
5. Except as otherwise required for the safety or protection of the Work or persons or property at the Site or adjacent thereto, and except as otherwise stated in the Contract, all Work at the Site will be performed during regular working hours, Monday through Friday.

D. *Other Work at the Site*

1. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of the District, any other contractor, or any utility owner performing other work at or adjacent to the Site.
2. Contractor shall notify the District, the owners of adjacent property, the owners of underground facilities and other utilities (if the identity of such owners is known to Contractor), and other contractors and utility owners performing work at or adjacent to the Site when Contractor knows that prosecution of the Work may affect them; and Contractor shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

E. *Construction and Submittal Schedules*

1. The Contractor, promptly after being awarded the Contract, shall prepare and submit to the District the Contractor's construction schedule of the Work. The schedule must

not exceed the time limits current under the Contract, must be revised at appropriate intervals as required by the conditions of the Work and Project, must be related to the entire Project to the extent required by the Contract, and must provide for expeditious and practicable execution of the Work.

2. The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current Contractor's submittal schedule and shall submit the schedules for the District's approval. Contractor must ensure that its submittal schedule is (1) coordinated with the Contractor's construction schedule and (2) allows the District reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor will not be entitled to any increases in Contract Price or extension of Contract Time based on the time required for review of submittals.
3. The Contractor shall perform the Work in general accordance with the most recent construction schedule and submittal schedule submitted to the District.
4. Contractor shall update and submit the schedules to the District's Project Manager as they are adjusted throughout the course of the project. The District may withhold payment if Contractor fails to submit the schedules.

F. *Shop Drawings*

1. Shop drawings are drawings, schedules, and other data specially prepared for the Work by the Contractor or Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work ("Shop Drawings").
2. **Shop Drawings, Product Data, Samples and similar submittals are not part of the Contract.** Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given in the design concept expressed in the Contract including the Scope of Work for those portions of the Work for which the Contract requires submittals.
3. The Contractor shall review for compliance with the Contract, approve and submit to the District Shop Drawings, Product Data, Samples and similar submittals required by the Contract in accordance with the submittal schedule approved by the District.
4. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the District that the Contractor has (1) reviewed and approved them, (2) determined, and verified materials, field measurements, and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract.
5. The Contractor must not perform any portion of the Work for which the Contract requires District review of Shop Drawings, Product Data, Samples or similar submittals until the submittal has been approved by the District.
6. The Contractor will not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals by the District's approval thereof.

G. *Services, Materials, and Equipment*

1. Unless otherwise specified in the Contract, Contractor shall provide and assume full responsibility for everything necessary for the performance, testing, start-up, and completion of the Work.
2. The Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether incorporated or to be incorporated in the Work.
3. All materials and equipment incorporated into the Work must be new and of good quality, and be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract.

H. *Owner Direct Purchase*

For those items purchased directly by the District that will be included in the Work, Contractor shall comply with the District Owner Direct Purchase Policy contained in the District Procurement Policy.

I. *Subcontractors and Suppliers*

1. Just as Contractor is responsible for its own acts and omissions, Contractor shall be fully responsible to the District for all acts and omissions of Contractor's employees; of suppliers and subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work. The Contractor's retention of a subcontractor or supplier for the performance of parts of the Work will not relieve Contractor's obligation to the District to perform and complete the Work in accordance with the Contract.
2. The Contractor, as soon as practicable after the award of the Contract, shall furnish in writing to the District the names of persons or entities, including those who are to furnish materials or equipment fabricated to a special design, proposed for each principal portion of the Work. The District will reply within seven (7) days to the Contractor in writing stating whether the District has reasonable objection to any such proposed person or entity. The Contractor will not contract with the proposed person or entity if the District has made a reasonable and timely objection.
3. The Contractor will not substitute a Subcontractor, person or entity previously selected if the District makes reasonable objection to such substitution.

J. *Licenses, Fees and Permits*

1. Contractor shall pay all license fees and assume all costs incident to performing the Work.
2. Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy necessary for Contractor's operations.

K. *Laws and Regulations; Taxes*

1. Contractor shall give all notices required by, and shall comply with, all local, state, and federal laws and regulations applicable to the performance of the Work. The District is not responsible for monitoring Contractor's compliance with any laws or regulations.
2. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to laws or regulations, Contractor shall bear all resulting costs and losses, and to the fullest extent permitted by law Contractor shall indemnify and hold harmless the District and its the officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all such claims, costs, losses, and damages.
3. Contractor shall pay all applicable taxes for items it purchases.

L. *Record Documents*

Contractor shall maintain one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings, product data, and samples in a safe place at the Site. Contractor shall annotate them to show changes made during construction. Contractor shall deliver these record documents to the District upon completion of the Work.

M. *Safety and Protection*

1. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.
2. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
3. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, or anyone for whose acts the Contractor may be liable, will be remedied by Contractor at its expense (except damage or loss attributable to the fault of the Contract or to the acts or omissions of the District and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).

N. *Cleaning Up.*

Contractor will keep the premises free from accumulations of waste materials, rubbish, and other debris resulting from the work. At the completion of the Work, Contractor will remove all waste materials, rubbish and debris from and about the premises as well as all tools, construction equipment and machinery, and surplus materials, and will leave the site clean and ready for occupancy by the District. Contractor will restore to their original condition those portions of the site not designated for alteration by the Contract. If

Contractor fails to clean up as provided in the Contract, the District may do so and will deduct the costs from the final retainage due the Contractor.

O. *Warranties and Guarantees*

Contractor warrants and guarantees to the District that all Work will be in accordance with the Contract and will not be defective. The District and its consultants are entitled to rely on Contractor's warranty and guarantee.

P. *Correction Period*

If within one year after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Site or adjacent areas is found to be defective, then Contractor shall promptly correct any such defective Work and repairs, at no cost to the District.

Article 7. Indemnification

A. As provided in section 725.06, Florida Statutes**,** Contractor shall indemnify and hold harmless the District, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor and persons employed or utilized by the Contractor in the performance of the contract. The Contractor expressly understands and agrees that any insurance protection required by this agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless, the District or its officers, employees, agents, and instrumentalities as herein provided.

B. Nothing in this agreement will affect the rights, privileges, and sovereign immunities of the District as set forth in Section 768.28, Florida Statutes. Each party assumes the risk of personal injury and property damage attributable to the acts or omissions of that party and its officers, employees and agents.

C. In no event shall either party be liable for any indirect, special, consequential or punitive damages in connection with work performed under this Contract.

Article 8. District's Responsibilities

A. The District shall make payments to Contractor as provided in this Contract.

B. The District shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or for related safety precautions and programs, or for any failure of Contractor to comply with laws and regulations applicable to the performance of the Work. the District will not be responsible for Contractor's failure to perform the Work in accordance with the Contract.

Article 9. The District's Project Manager

A. The District's Project Manager ("Project Manager") will be the District's representative during construction.

B. The Project Manager will make visits to the Site at intervals appropriate to the various stages of construction. The District is not be required to make exhaustive or continuous inspections to check the quality or quantity of the Work.

C. The District will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or for related safety precautions and programs, or for any failure of Contractor to comply with laws and regulations applicable to the performance of the Work. It is the Contractor's responsibility to perform the Work in accordance with the Contract.

D. The Contractor shall communicate with the District's Project Manager about matters arising out of or relating to the Contract. Communications by and with the District and its consultants must be through the Project Manager. Communications by and with Contractor's Subcontractors and material suppliers must be through the Contractor.

E. The Project Manager will review and respond to requests for information about the Contract from Contractor within five (5) Business Days of receiving it. Requests for Information (RFIs) received by the Project Manager after 1:00 PM will be considered as received the following working day. The District will have its consultant prepare and issue supplemental Drawings and Specifications in response to the request for information if the District determines it is needed. The Drawings are the graphic and pictorial portions of the contract prepared by the engineer showing the design, location and dimensions of the Work, generally, including plans, elevations, sections, details, schedules, and diagrams ("Drawings"). The Specifications are that portion of the Contract prepared by the engineer consisting of the written requirements for materials, equipment, systems, standards, and workmanship for the Work and performance of related services ("Specifications").

Article 10. Changes In The Work

A. *Authority to Change the Work*

Without invalidating the Contract and without notice to any surety, the District may, at any time or from time to time, order additions, deletions, or revisions in the Work.

B. *Change Orders*

1. The District and Contractor shall execute appropriate Change Orders covering:
   a. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

b. Changes in the Work which are: (a) ordered by the District or (b) agreed to by the parties.

2. The Contractor shall keep and present in such a form as the Project Manager may prescribe, an itemized accounting together with appropriate supporting data including costs for labor, materials, supplies and equipment, including transportation, rental cost of machinery and equipment and additional cost for supervision and field office personnel directly attributable to the requested change.
3. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

C. *Work Change Directive*

A Work Change Directive may be issued by the District to Contractor ordering an addition, deletion, or revision in the Work. A Work Change Directive will not change the Contract Price or Contract Times but is evidence that the parties expect that the modification ordered or documented by the Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on Contract Price or Contract Times.

D. *Field Orders*

1. The Project Manager may issue a Field Order to authorize minor changes in the Work, provided that the changes do not involve an adjustment in the Contract Price or Contract Times.

2. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then Contractor shall request such adjustment before proceeding with the Work.

Article 11. Differing Site Conditions Process

A. If Contractor believes that any subsurface or physical condition (including but not limited to utilities or other underground facilities) that is uncovered or revealed at the Site either (1) differs materially from that shown or indicated in the Contract, or (2) is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract, then Contractor shall promptly notify the District about such condition. Contractor shall not further disturb such condition or perform any Work in connection with the condition (except with respect to an emergency) until receipt of authorization to do so.

B. Once the District has investigated the issue identified by the Contractor, the District will issue a written statement to Contractor regarding the condition in question, addressing the resumption of Work in connection with such condition and indicating whether any change in Work is needed.

Article 12. Claims and Dispute Resolution

A. The party submitting a claim shall deliver it directly to the other party to the Contract promptly (but in no event later than seven (7) days) after the start of the event giving rise thereto.

B. The party receiving a claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the claim through the exchange of information and direct negotiations. All actions taken on a claim must be stated in writing and submitted to the other party.

C. If efforts to resolve a claim are not successful, the party receiving the claim may deny it by giving notice of denial to the other party. If the receiving party does not take action on the claim within 20 days, the claim is deemed denied.

D. If the dispute is not resolved to the satisfaction of the parties, the District or Contractor shall give notice to the other party of the intent to submit the dispute to a court of competent jurisdiction unless the District and Contractor both agree to an alternative dispute resolution process.

Article 13. Tests and Inspections; Correction of Defective Work

A. *Tests and Inspections*

1. The District and its engineers and consultants will have access to the Site and the Work at reasonable times for observation, inspection, and testing. Contractor shall provide proper and safe conditions for such access.
2. Contractor shall give the District timely notice of readiness of the Work for all required inspections and tests and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
3. Except as otherwise provided in the Contract, Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required: (1) by the Contract; (2) by codes, laws, or regulations; (3) to attain the District's acceptance of materials or equipment; and (4) to obtain the District's approval prior to purchase of materials, mix designs, or equipment.
4. If any Work that is to be inspected, tested, or approved is covered by Contractor without written concurrence of the District, Contractor shall, if requested by the District, uncover such Work for observation. Such uncovering will be at Contractor's expense.

B. *Defective Work*

1. Contractor warrants that the Work is not defective.

2. The District has the authority to determine whether Work is defective, and to reject defective Work.
3. Prompt notice of all defective Work of which the District has actual knowledge will be given to Contractor.
4. The Contractor shall promptly correct all defective Work.
5. When correcting defective Work, Contractor shall take no action that would void or otherwise impair the District's warranty and guarantee on said Work.
6. If the Work is defective or Contractor fails to supply sufficient skilled workers or suitable materials or equipment or fails to perform the Work in such a way that the completed Work will conform to the Contract, then the District may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

C. *Uncovering and Correction of Work*

1. If a portion of the Work is covered contrary to the District's request or to requirements specifically expressed in the Contract, it must, if requested in writing by the District, be uncovered for the District's examination and be replaced at the Contractors expense without change in the Contract Time.
2. The Contractor shall promptly correct Work rejected by the District or failing to conform to the requirements of the Contract, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. The cost of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the District's services and expenses made necessary thereby, shall be at the Contractor's expense.

Article 14 – Payments to Contractor

A. *Progress Payments*

Contractor shall prepare a schedule of values that will serve as the basis for progress payments. The schedule of values will be in a form acceptable to the District. Each application for payment must be based on the most recent schedule of values in accordance with the Contract. The schedule of values must allocate the entire Contract Price. Lump sum items will be broken into units that allow for measurement of Work in progress.

B. *Applications for Payments*

Contractor shall submit signed applications for payment to the District monthly, in a form acceptable to the District. Contractor shall provide supporting documentation required by the Contract. The District will pay for Work completed as of the date of the application for payment.

C. *Retainage*

The District will retain **5%** of each progress payment until the Work is substantially complete.

D. *Review of Payment Applications*

1. Within 10 days after receipt of each application for payment, District will either recommend payment and present the application for payment to the District or return the application for payment to Contractor indicating District's reasons for refusing to recommend payment. The Contractor will make the necessary corrections and may resubmit the application for payment.
2. The District will recommend reductions in payment (set-offs) which, in the opinion of the District, are necessary to protect the District from loss because the Work is defective and requires correction or replacement.
3. The District is entitled to impose set-offs against payment based on any claims that have been made against the District, or any incurred costs, losses, or damages, on account of Contractor's conduct in the performance of the Work; for defective Work; or for liquidated damages that have accrued as a result of Contractor's failure to complete the Work.

E. *Contractor's Warranty of Title*

Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to the District free and clear of (1) all liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by the District.

F. *Substantial Completion*

1. When Contractor considers the Work ready for its intended use, the Contractor shall prepare and submit to the District a comprehensive list of items to be completed or corrected prior to final payment ("punch list"). Failure to include an item on Contractor's punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract. At the same time Contractor submits its punch list, Contractor shall request that the District issue a certificate of substantial completion.
2. Promptly after Contractor's request, the District will inspect the Work with its engineer and Contractor to determine the status of completion. If the District does not consider the Work substantially complete, the District will notify Contractor of the reasons for District's decision.
3. If the District considers the Work substantially complete, or upon resolution of all reasons for non-issuance of a certificate, the District will deliver to Contractor a certificate of substantial completion that will fix the date of substantial completion and include the District's approved punch list of items to be completed or corrected before final payment.

G. *Final Inspection*

Upon notice from Contractor that the entire Work is complete, the District will promptly make a final inspection with its engineers and consultants and will notify Contractor of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work and remedy such defects.

H. *Final Payment*

1. Contractor may make application for final payment after satisfactorily completing all Work, including providing all maintenance and operating instructions, schedules, warranties, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents, and other documents.

2. Contractor shall provide the following items with its final application for payment (except as previously delivered):
    a. All documentation called for in the Contract;
    b. Complete As-Built drawings in PDF and AutoCAD;
    c. 2 copies of any Operation and Maintenance Manuals;
    d. Training of District personnel on system and equipment operation;
    e. Consent of the surety to final payment;
    f. Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to the District free and clear of any liens or other title defects, or will so pass upon final payment;
    g. A list of all pending claims; and
    h. Complete and legally effective releases or waivers (satisfactory to the District) of all lien rights arising out of the Work, and of liens filed in connection with the Work.

3. The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the District's Project Manager's written recommendation of final payment and issuance of notice of the acceptability of the Work.

Article 15. Suspension of Work and Termination

A. *The District May Suspend Work*

At any time and without cause, the District may suspend the Work or any portion thereof for a period of not more than 60 consecutive days by notice to Contractor. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor will be entitled to an adjustment in the Contract Price or Contract Times, to the extent directly attributable to any such suspension.

B. *The District May Terminate for Cause*

1. Contractor's failure to perform the Work in accordance with the Contract or other failure to comply with a material term of the Contract will constitute a default by Contractor and justify termination for cause.
2. If Contractor defaults in its obligations, then after giving Contractor and any surety 10 days' notice that the District is considering a declaration that Contractor is in default and the termination of the Contract, the District may proceed to:
    a. Declare Contractor to be in default, and give Contractor and any surety notice that the Contract is terminated; and
    b. Enforce the rights available to the District under any applicable performance bond.
3. The District may not proceed with termination of the Contract for cause under this paragraph if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
4. Subject to the terms and operation of any applicable performance bond, if the District has terminated the Contract for cause, the District may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which the District has paid Contractor but which are stored elsewhere, and complete the Work as the District may deem expedient.
5. In the case of a termination for cause, if the cost to complete the Work, including related claims, costs, losses, and damages, exceeds the unpaid contract balance, Contractor shall pay the difference to the District.
6. If Contractor has provided a performance bond, the provisions of that bond will govern over any inconsistent provisions of this paragraph.

C. *The District May Terminate for Convenience*

1. Upon 7 days' notice to Contractor, the District may, without cause and without prejudice to any other right or remedy of the District, terminate the Contract. In such case, the District will pay Contractor for the following, without duplication of any items:
    a. Completed and acceptable Work executed in accordance with the Contract prior to the effective date of termination, less any set-offs, and including fair and reasonable sums for overhead and profit on such Work;
    b. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
    c. Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
2. The District will not pay Contractor for any loss of anticipated profits, or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

D. *Contractor May Stop Work or Terminate*

If, through no act or fault of Contractor, (1) the Work is suspended for more than 60 consecutive days by the District or under an order of court or other public authority, or (2) the District fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' notice to the District, and provided the District does not remedy such suspension or failure within that time, either stop the Work until payment is received, or terminate the Contract and recover payment from the District.

Article 16. Contractor's Representations and Warranties.

Contractor represents and warrants to the District as follows:

A. Contractor has examined and carefully studied the Contract.

B. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. The Contract is generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

D. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract.

E. *Scrutinized Companies*. Contractor certifies that it is in compliance with section 287.135, Florida Statutes, and agrees that the District may terminate this contract if Contractor is found to be out of compliance with it. Contractor certifies that it is not on this list of Scrutinized Companies that Boycott Israel and is not engaged in a boycott of Israel. For contracts for goods or services of $1 million or more, Contractor also certifies that (1) it is not on any of the following lists: Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in Iran Terrorism Sectors created pursuant to s. 215.473, Florida Statutes and (2) it is not engaged in business operations in Cuba or Syria. Contractor acknowledges the remedies provided in subsection 287.135(5), Florida Statutes, against anyone found to have submitted a false certification including civil penalties.

F. *Public Entity Crimes*. Contractor understands the requirements of sections 287.132 and 287.133, Florida Statutes. Neither Contractor nor any of its Affiliates are currently on the convicted vendor list for public entity crimes maintained by the Florida Department of Management Services and neither of them has been on the convicted vendor list within the past 36 months. Contractor is in full compliance with sections 287.132 and 287.133, Florida Statutes, will remain in compliance with them throughout the term of this Agreement, and will notify the District if it becomes non-compliant.

G. *E-Verify*. Contractor is in compliance with section 448.095, Florida Statutes. As required by subsection 448.095(5)(a), Florida Statutes, Contractor has registered with and uses

the E-Verify System to verify the work authorization status of all newly hired employees. As required by subsection 448.095(5)(b), F.S. Contractor shall require any subcontractors to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract.

Article 17. Public Records

Contractor shall comply with Florida public records laws, specifically to:

A. Keep and maintain public records required by the District to perform the service.

B. Upon request from the District's custodian of public records, provide the District 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 Florida Statute or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the District.

D. Upon completion of the Contract, transfer, at no cost, to the District all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service. If the Contractor transfers all public records to the District upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

E. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DISTRICT'S PUBLIC RECORDS CUSTODIAN OFELIA GONZALEZ AT: 239-658-3630, EMAIL: OFELIAGONZALEZ@IMMOKALEEWATERSEWER.COM OR MAILING ADDRESS: 1020 SANITATION ROAD, IMMOKALEE, FL 34142.**

Article 18. Miscellaneous Provisions

A. *Notice*. All notices or other communications permitted or required under this Agreement must be in writing and must be sent to the party at that party's address set forth below or at whatever other address the party specifies in writing. Notices must be personally

delivered, sent by certified or registered mail, sent by overnight courier, postage prepaid, or sent to all email addresses listed below for each party.

As to the District:
Immokalee Water and Sewer District
1020 Sanitation Road, Immokalee Florida, 34142

Attn: _____
Email #1: _____
Email #2: _____
Email #3: _____

As to the Contractor:

_____
_____
_____

Attn.:_____

Email #1: _____
Email #2: _____
Email #3: _____

B. *Headings*. The headings contained in this Contract are for convenience of reference only and shall not limit or otherwise affect in any way the meaning or interpretation of this Contract.

C. *Effective Date.* The effective date of this Contract is the last date on the signature page when both parties have executed it.

D. *Assignment*. Neither this Contract nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party.

E. *Counterparts and Transmission*. To facilitate execution, this Contract may be executed in as many counterparts as may be convenient or required, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The executed signature page(s) from each original may be joined together and attached to one such original and it shall constitute one and the same instrument. In addition, said counterparts may be transmitted electronically (i.e., via facsimile or .pdf format document sent via electronic mail), which transmitted document shall be deemed an original document for all purposes hereunder.

F. *Severability.* If any part of this Contract shall be declared unlawful or invalid, the remainder of the Contract will continue to be binding upon the parties.

G. *Venue.* This agreement will be governed by and construed in accordance with the laws of the State of Florida. In the event of any litigation with respect to this Contract,

the parties agree that venue will be in Lee County, Florida.

H. *Cumulative Remedies.* The duties and obligations expressly imposed by this Contract, and the rights and remedies expressly available to the parties under this Contract, are in addition to, and are not to be construed in any way as a limitation of, any duties, obligations, rights, or remedies otherwise imposed or available by laws or regulations, by warranty or guarantee, or by other provisions of the Contract.

I. *Limitation of Damages*. Neither the District, nor any of its officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

J. *No Waiver*. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

K. *Survival of Obligations*. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

[The remainder of this page is intentionally blank]

The parties have executed this Contract on the dates written below.

IMMOKALEE WATER AND SEWER DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

CONTRACTOR

By: _____

Name: _____

Title: _____

Date: _____

Approved as to Form and Legal Sufficiency

By:_____

Name:_____

Exhibit A
Scope of Work

The Work is described in and must be performed in accordance with the following documents included in ITB FY2024-01 Carson Road Water Treatment Plant Electrical Upgrade:

Appendix I Signed and Sealed Plans

Appendix II Technical Specifications

Exhibit B

Contract Price

(attach Bid Form submitted by Contractor**)**

Exhibit C

BOND NO. [Surety to enter bond #]

PERFORMANCE AND PAYMENT BOND

PUBLIC CONSTRUCTION BOND
authorized by section 255.05, Florida Statutes

By this bond, we [Name of Contractor], as **Principal**, and [Name of Surety], as **Surety**, are bound to **Sanibel Fire & Rescue District ("District")**, an independent special district in the State of Florida, herein called **Owner**, in the sum of **[Total Contract Price]**, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs this contract dated _____, 20____, between Principal and Owner for construction of improvements known as **[Name of Project]** located at **[Street Address or Legal Description]**, under District Solicitation No. [Solicitation number], the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05 (1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and

3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contact; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2) and (10), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes do not affect Surety's obligation under this bond.

	OWNER	**PRINCIPAL**	**SURETY**
NAME	Immokalee Water and Sewer District	[Name of Contractor]	[Name of Surety]
ADDRESS	1020 Sanitation Road, Immokalee Florida, 34142	[Principal Business Address of Contractor]	[Principal Business Address of Surety]
PHONE NUMBER	(239) 658-3630	[Principal Business Phone of Contractor]	[Principal Business Phone of Surety]

_____
[Name of Contractor]

By: _____
[Printed Name and Title of Signer]

DATED THIS _____ DAY

OF _____, 2_____

PUBLIC CONSTRUCTION PERFORMANCE AND PAYMENT BOND

STATE OF _____ COUNTY OF _

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, _____, by [name of person acknowledging].

_____
Signature of Notary Public
[Name of Notary Typed, Printed, or Stamped]

(NOTARY SEAL)

Personally Known _____ OR Produced Identification
_____
Type of Identification Produced:

_____ [Name of Surety]	DATED THIS _____ DAY OF _____, 2_____

By:_____
[Printed Name] as Attorney in Fact

Address:_____

STATE OF _____ COUNTY OF _

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, _____, by [name of person acknowledging].

_____
Signature of Notary Public
[Name of Notary Typed, Printed, or Stamped]

(NOTARY SEAL)

Personally Known _____ OR Produced Identification _____
Type of Identification Produced:

Exhibit D
Construction Contract for Electrical Upgrades

Bonds and Insurance Requirements

1.1. *Performance and Payment Bonds*

A. All Bonds must be executed by sureties that are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Bureau of the Fiscal Service, Surety Bond Branch, U.S. Department of the Treasury. Additionally, the surety shall:

1. hold a certificate of authority authorizing it to write surety bonds in Florida

2. have twice the minimum surplus and capital required by the Florida insurance code at the time of the Effective Date of the Contract;

3. be in compliance with the provisions of the Florida insurance code;

4. hold a currently valid certificate of authority issued by the United States Department of the Treasury under 31 U.S.C. Sections 9304 to 9308; and

5. provide an affidavit executed by an officer of the surety bond insurer as evidence that the surety company is in compliance with the foregoing requirements.

B. All Bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.

C. If the surety on any Bond furnished by Contractor is declared a bankrupt or becomes insolvent or its right to do business is terminated in Florida or it ceases to meet the requirements provided in this Exhibit, Contractor shall within twenty (20) days thereafter substitute another Bond and surety, both of which shall comply with the requirements of this Exhibit.

1.2 *Licensed Sureties and Insurers*

All Bonds and insurance required by the Contract Documents to be purchased and maintained by Contractor must be obtained from surety or insurance companies that are duly licensed or authorized to conduct business in the state of Florida. In addition, such sureties and insurance companies shall have an A.M. Best company rating of "A -" or better.

1.3 *Certificates of Insurance*

A. On or before the Effective Date of the Contract, Contractor shall furnish and deliver to the District, with copies to each additional insured and loss payee, certificates of insurance (and other evidence of insurance requested by the District or any other additional insured

or loss payee) which Contractor is required to purchase and maintain.

B. Failure of the District to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of the District to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

C. the District does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.

D. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to the District and others in the Contract Documents.

1.4 *Contractor's Insurance*

A. Contractor shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor or any other Contractor-Related Entity:

1. Claims under workers' compensation, disability benefits and other similar employee benefit acts;
2. Claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
4. Claims for damages insured by reasonably available personal injury liability coverage which are sustained (i) by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or (ii) by any other person for any other reason;
5. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
6. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle.

B. The policies of insurance required by paragraph 1.04.A shall:

1. With respect to insurance required by paragraphs 1.04.A.2 through 1.04.A.6 inclusive, be written on an occurrence basis and include as additional insureds, on a primary and non- contributory basis, the District and all of its representatives, appointed and elected officials, officers, employees, and authorized agents (subject to any customary exclusion in respect of professional liability), all of whom must be listed as additional insureds (through a blanket endorsement or otherwise) and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby. The endorsement for such additional insured status shall specifically include completed

operations coverage for the District and all of its representatives, appointed and elected officials, officers, employees, and authorized agents;

2. Include at least the specific overages and be written for not less than the limits of liability provided in this Exhibit J or required by Applicable Laws, whichever is greater;

3. Include contractual liability insurance covering Contractor's obligations under the Contract.

4. Contain a provision or endorsement that the coverage afforded will not be canceled, renewal refused, or reduced in coverage or limits, until at least thirty days' prior written notice has been given to the District and each other additional insured to whom a certificate of insurance has been issued (and the certificates of insurance furnished by Contractor will so provide);

5. Remain in effect at least until Final Completion and at all times thereafter when Contractor may be correcting, removing, or replacing defective Construction in accordance with the Contract; and

6. Include completed operations coverage:

   a. Such insurance shall remain in effect for five (5) years after Final Completion.

   b. Contractor shall furnish the District and each other additional insured to whom a certificate of insurance has been issued evidence satisfactory to the District and any such additional insured of continuation of such insurance at Final Completion and five (5) years thereafter.

C. Each Subcontractor performing any Work on the Project Site shall provide insurance that complies with the insurance requirements set forth in paragraphs 1.04.A, 1.04.B.1 and 1.04.B.2.

1.5 *Property Insurance*

A. Contractor shall purchase and maintain property insurance upon Construction at the Site. Such insurance is in the amount of the full replacement cost. Such insurance must:

1. include the interests of the District, Contractor, and any other persons or entities identified as a loss payee, each of whom is deemed to have an insurable interest to the extent of their actual loss.

2. be written as a Builder's Risk Policy or equivalent form to cover all risks of direct physical loss or damage to property insured, in the amount of not less than the full replacement cost and shall insure at least against the perils of fire, lightning, explosion, windstorm, and hail, smoke, wildfire, convective storm, aircraft (except

aircraft, including helicopter, operated by or on behalf of named insured and vehicles), riot and civil commotion, theft, vandalism, malicious mischief, debris removal, demolition occasioned by enforcement of Applicable Laws, flood, earthquake, earth movement as defined by the Builder's Risk Policy, water damage, wind, testing if applicable, collapse, and damage resulting from defective design, workmanship, or material (LEG 2/96 or equivalent).

3. include expenses incurred in the repair or replacement of any the District's property (including but not limited to fees and charges of the District's Advisor, engineer, and Project Manager);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by the District prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by the District;

5. include the hazards usually contained in a boiler and machinery policy, and any additional property insurance as may be required by Applicable Laws;

6. remain in effect and not be excluded by a "force majeure clause," whether in these General Conditions or otherwise; and

7. be maintained in effect until Final Completion unless otherwise agreed to in writing by the District and Contractor with thirty (30) days' written notice to each other person or entity that is identified as a loss payee.

B. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained by Contractor in accordance with this paragraph 1.05 will contain a provision or endorsement that the coverage afforded will not be canceled, renewal refused, or reduced in coverage or limits, until at least 30 days' prior written notice has been given to the District and to each other loss payee.

C. the District is not responsible for purchasing and maintaining any property insurance to protect the interests of Contractor or any Contractor-Related Entity. The risk of loss within any deductible amount will be borne by Contractor or the Contractor-Related Entity suffering any such loss and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at their own expense.

1.6 *Insurance Amounts and Other Requirements*

A. Contractor shall obtain and maintain the following insurance and shall deliver to the District certificates of insurance or other evidence acceptable to the District when Contractor executes the Contract. Contractor shall purchase and maintain such insurance as will provide protection from claims which may arise out of or result from Contractor's performance of the Work and other obligations under the Contract, whether it is to be performed by Contractor, Contractor's employees or Contractor's Subcontractors, Suppliers, and anyone for whose acts any of them may be legally or contractually responsible.

1. Workers Compensation. Coverage must provide statutory limits in compliance with applicable state and federal laws. In addition, the policy must include the following:
   a. Employer's Liability with a minimum limit of $1,000,000 per accident in accordance with statutory requirements.
   b. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the District with thirty (30) days written notice of cancellation and/or restriction.
   c. Contractor must be in compliance with all applicable state and federal workers' compensation laws, including but not limited to, US Longshore and Harbor Workers Compensation Act, Jones Act, and Federal Employers Liability Act.

2. Commercial or Comprehensive General Liability. Coverage must include:
   a. $2,000,000 combined limit per occurrence for bodily injury, personal injury, and property damage.
   b. Contractual coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement, broad form property damage, explosion, collapse, and underground hazard coverage and independent's coverage.
   c. Additional Insured. the District must be specifically included as an additional insured.
   d. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the District with thirty (30) days written notice of cancellation and/or restriction.

3. Contractor's General Liability Coverage shall include completed operations and product liability coverages and must include property under the care, custody, and control of Contractor:

   a. General Aggregate $2,000,000
   b. Products – Completed Operations Aggregate per Job $1,000,000
   c. Personal and Advertising Injury $1,000,000
   d. Each Occurrence (Bodily Injury and Property Damage) $1,000,000
   e. Property Damage liability insurance will provide Explosion, Collapse, and Underground coverages where applicable.

4. Comprehensive Automobile Liability. Coverage must be afforded on a form no more restricted than the latest edition of the Comprehensive Automobile Liability Policy filed by the Insurance Services Office and must include:
   a. $1,000,000 combined single limit per accident for bodily injury and property damage.
   b. Owned Vehicle.
   c. Hired and Non-Owned Vehicles.
   d. Employee Non-Ownership.
   e. Additional Insured. the District must be specifically included as additional insured.
   f. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the District with thirty (30) days written notice of cancellation and/or restriction.

5. Contractor's Property Insurance Contractor shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof.

   a. This insurance shall:

i. include the interest of the District, Contractor, Subcontractors and Suppliers, and the officers, directors, partners, employees, agents and other consultants and Subcontractors of any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;
ii. be written on a Builder's Risk or Installation Floater, as appropriate "all-risk" policy form that shall at least include insurance for physical loss and damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage for, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Applicable Laws, water damage (other than that caused by flood) and such other perils or causes of loss as may be specifically required by the Contract;
iii. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
iv. cover materials and equipment stored at the Site or at another location that was agreed to in writing by the District prior to being incorporated in the Work;
v. allow for partial utilization of the Work by the District;
vi. include testing and startup; and
vii. be maintained in effect until Final Completion unless otherwise agreed to in writing by the District and Contractor with thirty (30) calendar days written notice to each other additional insured to whom a certificate of insurance has been issued.

b. Contractor shall be responsible for any deductible or self-insured retention.

Exhibit E

Contractor's Response to the Invitation to Bid No. ITB FY 2024-01

Exhibit F
District Resolution 2015-04 adopting Travel Policy

RESOLUTION 15-04

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE IMMOKALEE WATER AND SEWER DISTRICT ADOPTING A TRAVEL POLICY FOR EMPLOYEES AND BOARD OF COMMISSIONERS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of Commissioners of the IMMOKALEE WATER AND SEWER DISTRICT (hereinafter referred to as the "Board") is empowered to construct, operate and maintain a Water and Sewer System (the "System") as described in Florida Statute Chapter 78-494, Laws of Florida, which was amended by chapters 93-366, 94-489, and 95-492, Laws of Florida, was codified, reenacted, amended, and repealed as Chapter No. 98-495, and was amended as Chapter 2005-298.

WHEREAS, the Board is authorized and empowered to make rules and regulations for its own government and proceedings; and

WHEREAS, the Board wishes to adopt a Travel Policy, in order to set forth duties, responsibilities and procedures;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE IMMOKALEE WATER AND SEWER DISTRICT, in public meeting assembled that the following Travel Policy be implemented.

IMMOKALEE WATER & SEWER DISTRICT
TRAVEL AND TRAINING EXPENSE POLICY

PURPOSE

The purpose of this policy is to set forth the policy and procedures for travel and training advances and expense reconciliation for the Board of Commissioners and all District staff.

POLICY

This policy establishes guidelines for allowable expenses and the procedure for accurate and timely reconciliation of travel and training expenses.

PROCEDURES

General guidelines for travel and training expenses:

Classes of Travel:

(a) Class A travel—Continuous travel of 24 hours or more away from official headquarters.

(b) Class B travel—Continuous travel of less than 24 hours which involves overnight absence from official headquarters.

(c) Class C travel—Travel for short or day trips where the traveler is not away from his or her official headquarters overnight.

(d) A traveler shall not be reimbursed on a per diem basis for Class C travel, but shall receive subsistence as provided in this section, which allowance for meals shall be based on the following schedule:

1. Breakfast—When travel begins before 6 a.m. and extends beyond 8 a.m. - $6
2. Lunch—When travel begins before 12 noon and extends beyond 2 p.m. - $11
3. Dinner—When travel begins before 6 p.m. and extends beyond 8 p.m., or when travel occurs during nighttime hours due to special assignment. -$19

The travel day for Class A travel shall be a calendar day (midnight to midnight). The travel day for Class B travel shall begin at the same time as the travel period. Class A and Class B travel shall include any assignment on official business outside of regular office hours and away from regular places of employment when it is considered reasonable and necessary to stay overnight and for which travel expenses are approved. The traveler will be eligible for eighty ($80) dollars per diem; or if actual expenses exceed $80, the amounts permitted in paragraph (d) for subsistence, plus actual expenses for lodging at a single-occupancy rate to be substantiated by paid invoices.

1. Travel and training expenses shall reflect correct and complete estimated expenditures (registration fees, lodging, transportation, etc.) that are expected to be incurred by the requesting party and shall be reported to the Accounts Payable Clerk using the "School/Training Registration Form," with documentation attached. The travel form will need to be updated when there is a difference between the advance and actual expenses.

2. No advance shall be allowed where those costs are incurred and accounted by another

person (*i.e.*, two persons traveling in one vehicle cannot claim duplicate mileage/travel costs).

3. Subsistence shall be reduced for any meals or lodging included in the conference, seminar or meeting registration.

4. No advance shall be allowed for the spouse or any other traveling companion of a Supervisor or District employee.

5. All travel expenses incurred by a Commissioner must be approved in advance by the Board of Commissioners. The Executive Director's travel expenses must be approved by the Chairman of the Board of Commissioners.

6. No allowance shall be made for meals when travel is confined to the city or town of the official headquarters or immediate vicinity. The conference or seminar must be at least fifty (50) miles from the District headquarters in order to qualify for hotel expenses, unless previously approved by the Executive Director.

PREPARATION OF "SCHOOL/TRAINING REGISTRATION FORM"

1. All columns of the "School/Training Registration Form" must be completed. If an advance was received, a copy of the check request and back up must be attached and agreed to the amounts reflected as prepaid.

   Note: Vendor name must be included on the "School/ Advance/Expense Reconciliation Form" for registration fees, lodging and commercial fare transportation.

2. Original receipts must be attached to the "School/Training Registration Form."

3. A photocopy of the program or agenda of the conference, seminar or meeting itemizing meals, lodging or fees must be attached to the "School/Training Registration Form" when available.

4. The traveler must submit an expense reconciliation within a reasonable time of return, generally seven (7) working days. If a refund is due to the District, a check should be attached to the "School/Training Registration Form." This will be processed through the current billing program as a miscellaneous payment. The travel form will need to be revised and completed with necessary signatures.

5. The Accounts Payable Clerk will verify receipts and expenses to District guidelines and will file the form with the original travel request in the Accounts Payable files.

6. The Board allocates a specific amount in the Fiscal Year Budget for each employee for travel and training. If an employee goes over the amount budgeted for that year, they can use money from another employee in their Department, if that employee agrees, and if they have money available. It requires approval from both employees, the Department Supervisor on the Purchase Order, and the Executive Director on the travel form.

TRAVEL ADVANCE CHECK

1. A check request must be submitted at least 3-4 weeks prior to the date required. Support for estimated expenses must be provided to substantiate the request.

2. A separate request must be used for each traveler, even though the traveler may be joined by one or more District personnel. A Purchase Order may include more than one traveler.

3. The Accounts Payable Clerk shall issue a check to the traveler and retain a copy of the check request and supporting documentation in order to compare to actual expenditures. If a change is made, for example, a traveler doesn't go, or goes for less days than originally scheduled, they will need to reconcile with the Accounts Payable Clerk and issue a check for the difference.

GUIDELINES FOR REASONABLE EXPENSES

1. When possible, the District should be billed directly for travel expenses (i.e., lodging, registration). A copy of the "Certificate of Tax Exemption" should be submitted with the reservation, thus entitling the District to sales tax exemption.
   Actual hotel invoices must be submitted (not credit card slips). Advances for payments made directly by a Commissioner or employee disallow the sales tax exemption.
   Department Supervisors should process requests for payment early enough to obtain available discounts, generally 3-4 weeks before the seminar.

   Note: The District's "Certificate of Tax Exemption" is only applicable in the State of Florida.

2. No entertainment or alcoholic beverage expenses shall be reimbursed.

3. The traveler will be eligible for the map mileage determined by the provided google or yahoo maps, as well as vicinity mileage of 5 miles per day for lunch and/or dinner, in the event that they are not staying at the hotel where the conference or seminar is held.

TRANSPORTATION

1. **Mileage** - The rate of advance for the use of a personal car will be that allowed by Florida Statute 112.061 for the most current year. (Currently 44.5 cents per mile.)
2. **District Vehicle** - Receipts for gasoline purchases must be provided and attached to the Purchase Order.
3. **Rental Car** - A copy of the lease agreement must be provided and attached to the Purchase Order.
4. **Tolls/Parking Facilities** - Receipts must be provided for attachment to the Purchase Order.

This resolution shall become effective on May 20, 2015.

PASSED AND DULY ADOPTED by the Board of Commissioners of the IMMOKALEE WATER AND SEWER DISTRICT, this 20th day of May 2015.

BOARD OF COMMISSIONERS
IMMOKALEE WATER AND SEWER DISTRICT

BY: _____
Anne Goodnight
Chairman

BY: _____
Bonnie Keen
Secretary