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**TRAILER ESTATES PARK &
RECREATION DISTRICT**

July 11th, 2022

Florida Structural Group
PO Box 329
Estero, FL 33929

Subj: Acceptance Letter

Trailer Estates Park and Recreation District, 1903-69th Avenue West, Bradenton, Florida, 34207 hereby accepts your bid in the amount of \$1,378,594.25 to provide all labor and materials to install a new seawall located at 2303 Pennsylvania Avenue, Bradenton, Florida 34207.

Florida Structural Group (the Contractor) will accomplish all work in accordance with the drawings, specifications and General Conditions developed by JP Foster Consulting, LLC, 101 16th Avenue S, Suite 5, St. Petersburg, Florida 33701. The General Conditions previously provided.

The seawall construction will begin on/or about September 15, 2022 with an anticipated completion date of January 6, 2023, depending on any weather-related delays or change orders.

A non-refundable deposit of \$100,000.00 will be issued at the signing of this agreement. It is also agreed, an additional \$194,750.00 is due on/about September 18, 2022 for materials and mobilization. Payments are due in accordance with the terms and specifications.

PAYMENT: The District shall remit payment pursuant to the Florida Prompt Payment Act.

Final payment is due and payable within ten (10) days after completion of onsite activities. Final inspection will be conducted within ten (10) days after completion of the project.

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Storage of materials may be stored on the corner of Pennsylvania Avenue and American Way. Additional materials may also be stored on the north front corner (bay one) of the fire department.

PERFORMANCE BOND

In accordance with Section 255.05, Florida Statutes, a performance bond shall be required prior to commencement of construction. Any bonding company submitting performance bonds to the District must be licensed to transact as a fidelity and surety business in the State of Florida and hold a certificate of authority from the Secretary of the Treasury under Act of Congress approved July 30, 1947 (U.S.C. 6 13), and approved by the District. Acceptable surety companies shall be licensed to do business in Florida and shall have an A.M. Best & Company rating of "A" or better and a "T" underwriting limitation not exceeded by this project's bond.

INDEMNIFICATION

Notwithstanding any provisions contained in the Agreement, any indemnification provided by the District shall be subject to the monetary limitations set forth in Section 768.28, Florida Statute. Nothing contained in the Agreement shall be deemed a waiver of the District's sovereign immunity under Florida law.

E-VERIFY

Section 448.09, Florida Statutes, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, for private or public employment, an alien who is not duly authorized to work in the United States. Section 448.095, Florida Statutes, prohibits public employers, contractors, and subcontractors from entering into a contract unless each party to the contract registers and uses E-Verify. Contractor hereby represents that it is in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes. Contractor further represents that it will remain in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes, during the term of the Agreement. Contractor hereby warrants that it has not been terminated by a public employer for violating Section 448.095, Florida Statutes, within the year preceding the effective date of this Agreement. If Contractor has a contract terminated by a public employer for any such violation during the term of this contract, it shall provide immediate notice thereof to the District.

PUBLIC RECORDS

To the extent applicable, Contractor shall comply with the requirements of Florida's Public Records laws, specifically including the following:

- a. Contractor shall keep and maintain public records that ordinarily and necessarily would be required by the District in order to perform the service;
- b. Contractor shall provide the public with access to public records on the same terms and conditions that the District would provide and at a cost that does not exceed the cost provided in Florida Statutes, Chapter 19, or as otherwise

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- provided by law; c. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law;
- d. Contractor shall meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of Contractor upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the District's information technology systems; and,
- e. Contractor acknowledges that all information contained relating to the Agreement are public records, as defined in Chapter 119, "Public Records" of the Florida Statutes. No information should be labeled confidential unless exempted under said laws.

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

By email: trailerestates@trailerestates.com By
phone: 941.756.7177 Mail or hand
delivery:

Attn: Custodian of Public Records
PO Box 6298
Bradenton, FL 34281

INSURANCE

Before performing any services under this Contract, Contractor shall procure and maintain, during the life of this Contract, unless otherwise specified, the insurance listed below. The insurance policies shall be primary and written on forms acceptable to the District and placed with the insurance carriers approved and licensed by the State of Florida Office of Insurance Regulation and meet a minimum financial AM Best Company rating of no less than "A-Excellent: FSC VII. "

The District, its officers, agents, and employees, shall be named as an additional insured on all policies required (excluding worker's compensation). No changes may be made to these specifications without specific prior approval of the District. The District shall retain the right to review, at any time, coverage, form, and amount of insurance.

A) Workers' Compensation/Employers Liability:

Part One - There shall be no maximum limit (other than as limited by the applicable statute) for liability imposed by Florida Workers' Compensation Act or any other coverage required by the Contract which are customarily insured under Part One of the standard Workers' Compensation Policy.

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Part Two - The minimum amount of coverage required by the Contract which are customarily insured under Part Two of the standard Workers' Compensation Policy shall be:

(Each Accident)	\$100,000
(Disease-Policy Limit)	\$500,000
(Disease-Each Employee)	\$100,000

B) Commercial General Liability.

The limits are to be applicable only to Work performed under the Contract and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 2503) a Commercial General Liability Policy with the following minimum limits:

General Aggregate:	
Products/Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (Any One Fire)	\$Ni1
Medical Expense (Any One Person)	\$Ni1

ADDITIONAL INSURED: The District shall be specifically named as additional insured on the Commercial General Liability Policy.

C) Business Auto Policy

Each Occurrence Bodily Injury and Property Damage Liability Combined	\$300,000
Annual Aggregate (if applicable)	\$1,000,000

ADDITIONAL INSURED: The District shall be specifically named as additional insured on the Business Auto Policy.

Certificates of Insurance and Copies of Policies: Certificates of Insurance in triplicate evidencing the insurance coverage specified herein shall be filed with the Purchasing Division before Contract Services begin. The required certificates of insurance shall name the types of policy, policy number, date of expiration, amount of coverage, companies affording coverage, and also shall refer specifically to the ITB. All insurance policies required herein shall be issued by companies that are authorized to do business under the laws of the State of Florida and hold an A.M. Best rating of A- or better. Insurance, as specified herein, shall remain in force and effect for the duration of the Contract, including any warranty periods.

D) Complete Policies: The entire and complete insurance policies required herein shall be provided to the District on request. If the initial insurance expires prior

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to the completion of services by the Contractor, renewal certificates of insurance and required copies of policies shall be furnished by the Contractor and delivered to the Purchasing Official thirty (30) days prior to the date of their expiration. Nothing herein shall in any manner create any liability of the District in connection with any claim against the Contractor for labor, services, or materials, or of subcontractors; and nothing herein shall limit the liability of the Contractor or V Contractor's sureties to the District or to any workers, suppliers, material men or employees in relation to this Contract.

E) By way of its execution of this Contract, Contractor:

- a. Represents that Contractor maintains, and will maintain during the term of the Contractor, insurance coverage from responsible companies duly authorized to do business in the State of Florida and deemed acceptable to the District; and
- b. Agrees that, insurance should not be cancelled without thirty (30) days' notice to the District and must be endorsed to provide same. Failure of Contractor to obtain and maintain proper amounts of insurance at all times as called for herein shall constitute a material breach of the Contract, which may result in immediate termination.

F) Certification Requirements — In order for the certificate of insurance to be accepted it must comply with the following:

- a. The certificate holder shall be:
Trailer Estates Park & Recreation District
1903 69th Avenue West
Bradenton, FL 34207


Duane Trotter, Chairman

Trailer Estates Park and Recreation