

RESOLUTION B-26-075
AMENDING THE ANNUAL BUDGET
FOR MANATEE COUNTY, FLORIDA
FOR FISCAL YEAR 2026

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 2025-2026 budget is hereby amended in accordance with FS 129.06 as described in the description and specified in the budget adjustment batch file listed below.

District: 3
Department: UTILITY OPERATIONS
Fund: WATER/SEWER CAP. IMPROV.
Description: Transfers \$304,000 from reserves in the Water and Sewer Capital Improvement fund to the Blake Hospital Permanent Potable Water Line project for construction and associated overhead costs.

This budget amendment is being presented to the Board of County Commissioners along with the Guaranteed Maximum Price (GMP) award.

This budget amendment adjusts the FY26-30 CIP.

Batch ID: AD41626A

Reference: BU26000410

ADOPTED IN OPEN SESSION WITH A QUORUM PRESENT AND VOTING THIS 5th DAY OF May 2026

BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA

By: JM Chairman

ATTEST: Angelina Coloneso
Clerk of Circuit Court

By: Robin Pothos
Deputy Clerk



GUARANTEED MAXIMUM PRICE (GMP) ADDENDUM No. 1 to AGREEMENT 25-TA005866JH for CONSTRUCTION MANAGEMENT AT RISK SERVICES

THIS GUARANTEED MAXIMUM PRICE (GMP) ADDENDUM TO THE AGREEMENT FOR CONSTRUCTION MANAGEMENT AT RISK SERVICES (“GMP Addendum”) is made and entered into this 5th day of May, 2026, by and between Manatee County, a political subdivision of the State of Florida, referred to herein as “Owner”, and the firm of Woodruff & Sons, Inc., incorporated in the State of Indiana and registered and licensed to do business in the State of Florida, referred to herein as “Construction Manager”.

WHEREAS, Owner and Construction Manager entered into the Agreement for Construction Management at Risk Services (the “Agreement”) under which Construction Manager is providing the professional construction management services requisite to the implementation of the construction of the Blake Hospital Alternate Water Line (as further defined in the Agreement, the “Project”); and

WHEREAS, the Agreement provides that prior to commencement of the Construction Phase, Construction Manager and Owner must agree upon a Guaranteed Maximum Price (GMP) for the construction of the Project, to be established and memorialized in an addendum supplementing the Agreement; and

WHEREAS, the Project has been designed and permitted to a point sufficient that Construction Manager and Owner have agreed upon a GMP, as set forth herein.

NOW THEREFORE, Owner and Construction Manager, in consideration of the mutual covenants hereinafter set forth, and the mutual covenants set forth in the Agreement, the sufficiency of which is hereby acknowledged, agree as follows:

1. **Establishment of GMP**
Pursuant to Section 2.2 of the Agreement, the Owner and Construction Manager establish a GMP and Contract Time for the Work as set forth below. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Contract Documents and in the General Conditions.
2. **GMP; Contract Documents**
The Construction Manager’s GMP for the Work, including the estimated Cost of the Work (\$1,785,105.12) and the Construction Manager’s Fee (\$112,241.40), is a total of One Million Eight Hundred Ninety-Seven Thousand Three Hundred Forty-Six Dollars and Fifty-Two Cents dollars (\$1,897,346.52). This price is for the performance of the Work in accordance with the Contract Documents listed and attached to this Addendum and marked Exhibits A through J, as follows:

- (a) Exhibit A. Construction Manager's GMP submittal, including Project Plans and Specifications, addenda and General, Supplementary and other Conditions of the Agreement on which the GMP is based, pages 1 through 8, dated March 30, 2026;
- (b) Exhibit B. Allowance items, Included in Exhibit A;
- (c) Exhibit C. Assumptions and Clarifications made in preparing the GMP, Included in Exhibit A;
- (d) Exhibit D. Project Schedule, to be provided at Notice to Proceed;
- (e) Exhibit E. Alternate Prices, Not Applicable; and
- (f) Exhibit F. Unit Prices, Not applicable.
- (g) Exhibit G. Affidavit of No Conflict;
- (h) Exhibit H. Certificate(s) of Insurance;
- (i) Exhibit I. Payment and Performance Bond;
- (j) Exhibit J. Standard Forms:
 - i. Application for Payment
 - ii. Certificate of Substantial Completion
 - iii. Final Reconciliation/Warranty/Affidavit
 - iv. Change Order

Additional Contract Documents include the Agreement and attached General Conditions of the Construction Agreement, Addenda issued prior to execution of the Agreement, the Request for Proposal, the Construction Manager's proposal, permits, notice of intent to award, Notice to Proceed, purchase order(s), written amendments, Change Order(s), Work Directive Change(s) and Field Directive(s). No other documents shall be considered Contract Documents.

3. Contract Time; Liquidated Damages.

The Construction Manager shall achieve Substantial Completion of the Work within Ninety (90) calendar days of receipt of the Notice to Proceed. Time is of the essence in the Contract Documents and all obligations thereunder. If the Construction Manager fails to achieve Substantial Completion of the Work within the Contract Time and as otherwise required by the Contract Documents (to include not only the entire Work but any portion of the Work for which a separate Substantial Completion Date is agreed on), the Owner shall be entitled to retain or recover from the Construction Manager, as liquidated damages and not as a penalty, the sum of \$1,570.00 per calendar day, commencing on the first day following expiration of the Contract Time and continuing until the actual date of Substantial Completion. Such liquidated damages are hereby agreed to be a reasonable estimate of damages the Owner will incur as a result of delayed completion of the Work. The Owner may deduct liquidated damages as described in this paragraph from any unpaid amounts then or thereafter due the Construction Manager under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due the Construction Manager shall be payable to the Owner at the demand of the Owner, together with interest from the date of the demand at the maximum allowable rate.

4. Effect of GMP

This Addendum shall constitute the GMP Addendum for purpose of satisfying the requirements of Article 5 of the Agreement, and shall supplement and amend the Agreement such that all references to the GMP shall be construed to refer to the GMP set forth herein, as such GMP may be adjusted pursuant to the terms of the Agreement. All terms of the Agreement, as supplemented hereby, shall remain in full force and effect.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this GMP Addendum to be duly executed by their authorized representatives:

WOODRUFF & SONS, INC.

By: Donald P. Woodruff

Printed Name: Donald P. Woodruff

Title: President

Date: 04-21-26

**MANATEE COUNTY, a political subdivision
of the State of Florida**

Brent Sargent
Purchasing Official

Date: 5/5/2026

EXHIBIT A, CONSTRUCTION MANAGER'S GMP SUBMITTAL



Blake Hospital Water Main

March 30th, 2026



WOODRUFF & SONS
INCORPORATED

*Contractors & Construction
Managers*

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TAB 1	ASSUMPTIONS & CLARIFICATIONS
TAB 2	PROPOSAL
TAB 3	SUBCONTRACTOR RECOMMENDATION

TAB 1 - Assumptions & Clarifications

1. Referenced Documents were used for the basis of this 100% GMP.
 - a. Blake Hospital Water Main, Construction Plans, Updated March 18th 2026.
2. This GPM proposal includes the following breakdown:
 - a. Includes installation of a new 8" water main from 51st Street West to Blake Hospital.
 - b. Includes a meter assemble and connection to existing Blake Hospital water main.
 - c. Includes utilizing existing casing pipe under 59th Street West.
 - d. Includes connection to existing 20" water main along 51st Street West.
 - e. Includes milling and paving of 21st Avenue West.
 - f. Includes removal of existing 8" PVC water main.
 - g. Includes installation of Bahia sod where required and on all disturbed areas throughout the ROW.
3. The GMP proposal does not include the cost for remediation of hazardous waste materials, testing, abatement, or archeological mitigation. Woodruff shall be responsible for only those hazardous materials and/or chemicals as brought on site by contractor forces; and shall not be responsible for any existing hazardous conditions not known or foreseen prior to the start of construction. Any pre-existing hazardous material to be found is the owner's responsibility.
4. Woodruff and the County will work together to review the Allowance/Contingency Items and amounts based on design information and mutually concur that the Allowance/Contingency values constitute reasonable estimates.
5. It is assumed that this GMP proposal will be approved by June 1st, 2026, or the price is subject to change.
6. Required Geotechnical Testing will be deducted from the provided GMP proposal bid item allowance. Any overrun will need to be addressed through the GMP Contingency.
7. It is assumed that any quantity overruns will be paid at the contract Unit Prices and deducted from the Project Contingency.
8. Woodruff has not included Fee on the Contractor or Owner Contingency. Fee will be assessed when and if these contingencies are utilized.

9. The GMP Proposal includes a Contingency of 10%. Woodruff shall obtain the County's written approval prior to using Contingency, which approval shall be promptly provided after receipt of a request from Woodruff.

10. Woodruff's proposal will be included in the GMP agreement with the County.

TAB 2 – PROPOSAL



Woodruff & Sons, Inc.

6450 - 31st Street East, Bradenton, FL 34203 (physical)
 P.O. Box 10127, Bradenton, FL 34282-0127 (mailing)
 Tel# 941.756.1871 ~ Fax# 941.755.1379

www.woodruffandsons.com

Proposal

To: Manatee County Public Works	Contact: Eddy Zappacost
Address: 1022 26th Avenue East Bradenton, FL 34208	Phone: 941-708-7450
Project Name: Blake Hospital Water Main	Bid Number: P26-014
Project Location: 21st Ave. W., Bradenton, FL.	Bid Date: 3/30/2026

Thank you for the opportunity to quote.

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1. General Conditions					
1	Mobilization/Demobilization	1.00	LS	\$108,809.01	\$108,809.01
2	Signs & Barricades	1.00	LS	\$9,460.03	\$9,460.03
3	Survey	1.00	LS	\$29,617.24	\$29,617.24
4	Record Drawings	1.00	LS	\$12,653.71	\$12,653.71
5	Geotechnical Testing	1.00	LS	\$7,480.03	\$7,480.03
Total Price for above 1. General Conditions Items:					\$168,020.02

2. Furnish & Install Water Main					
6	Furnish & Install 8" DIP Water Main	3,900.00	LF	\$144.40	\$563,160.00
7	Furnish & Install 20" DIP Water Main	40.00	LF	\$357.82	\$14,312.80
8	Furnish & Install Air Release Assembly	5.00	EACH	\$6,919.50	\$34,597.50
9	Furnish & Install Fire Hydrant Assembly	1.00	EACH	\$12,071.56	\$12,071.56
10	Furnish & Install Single Water Service	6.00	EACH	\$4,379.20	\$26,275.20
11	Furnish & Install Double Water Service	1.00	EACH	\$5,398.28	\$5,398.28
12	Furnish & Install 8" 45 Degree Bend	43.00	EACH	\$1,301.02	\$55,943.86
13	Furnish & Install 8" 11.25 Degree Bend	2.00	EACH	\$1,197.80	\$2,395.60
14	Furnish & Install 8" X 6" Tee	2.00	EACH	\$1,845.61	\$3,691.22
15	Furnish & Install 6" X 4" Reducer	1.00	EACH	\$787.95	\$787.95
16	Furnish & Install 20" Gate Valves	2.00	EACH	\$40,556.69	\$81,113.38
17	Furnish & Install 8" Gate Valve	6.00	EACH	\$4,600.40	\$27,602.40
18	Furnish & Install 6" Gate Valve	2.00	EACH	\$6,109.98	\$12,219.96
19	Furnish & Install 4" Gate Valve	1.00	EACH	\$2,314.72	\$2,314.72
20	Furnish & Install 4" MJ Cap	3.00	EACH	\$1,086.71	\$3,260.13
21	Furnish & Install 20" X 8" Tee	1.00	EACH	\$16,670.15	\$16,670.15
22	Temporary 6" Jumper	1.00	EACH	\$6,748.70	\$6,748.70
23	Chlorinate/Dechlorinate	3,900.00	LF	\$2.06	\$8,034.00
24	Connect To Existing 4" WM (Sta:92+90) Per Detail "C"	1.00	EACH	\$17,045.86	\$17,045.86
25	Connect To Existing 6" WM (Sta:103+05)	1.00	EACH	\$4,711.16	\$4,711.16
26	Connect To Existing 8" WM	2.00	EACH	\$4,878.89	\$9,757.78
27	Connection @ Master Meter (Sta: 73+00) Per Detail "A"	1.00	EACH	\$91,723.86	\$91,723.86
28	Remove Temporary PVC Water Main	1,900.00	LF	\$10.34	\$19,646.00
29	Grout Existing 4" Abandoned Water Line	1,700.00	LF	\$7.05	\$11,985.00
Total Price for above 2. Furnish & Install Water Main Items:					\$1,031,467.07

3. Restoration					
30	Concrete Ribbon Curb	1,003.00	LF	\$41.89	\$42,015.67
31	Concrete Valley & F Curb	20.00	LF	\$208.29	\$4,165.80
32	Road Pavement Base (Trench)	1,784.00	SY	\$82.17	\$146,591.28
33	Road Pavement Asphalt	6,951.00	SY	\$26.60	\$184,896.60
34	Pavement Striping	1.00	LS	\$18,700.07	\$18,700.07



Woodruff & Sons, Inc.

6450 - 31st Street East, Bradenton, FL 34203 (physical)
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Proposal

To: Manatee County Public Works	Contact: Eddy Zappacost
Address: 1022 26th Avenue East Bradenton, FL 34208	Phone: 941-708-7450
Project Name: Blake Hospital Water Main	Bid Number: P26-014
Project Location: 21st Ave. W., Bradenton, FL.	Bid Date: 3/30/2026

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
35	Brick Pavement	5.00	SY	\$198.00	\$990.00
36	Sod	200.00	SY	\$33.01	\$6,602.00
Total Price for above 3. Restoration Items:					\$403,961.42

4. Contingency

37	Performance Bond	1.00	LS	\$13,807.62	\$13,807.62
38	Extended 2 Year Warranty Bond	1.00	LS	\$7,504.14	\$7,504.14
39	Construction Manager At Risk Fee (7%)	1.00	LS	\$112,241.40	\$112,241.40
40	Owner Contingency (10%)	1.00	LS	\$160,344.85	\$160,344.85
Total Price for above 4. Contingency Items:					\$293,898.01

Total Bid Price: \$1,897,346.52

Notes:

- All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices.
- Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the proposal.
- Any item not specifically listed in this proposal is not included.
- The items within this proposal are presented as the entire project, whereby an individual line item may not be removed or eliminated without prior approval.
- Prices may be withdrawn by Woodruff & Sons, Inc. if not accepted within 45 days of receiving this proposal.

Payment Terms:

Payment due within 30 days of date of invoice, regardless of when payment is made by Owner.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Woodruff & Sons, Inc. - Bid</p> <p>Authorized Signature: _____</p> <p>Estimator: Rick Losiniecki (941) 756-1871 rickl@woodruffandsons.com</p>
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TAB 3 – Mobilization / Demobilization Breakdown

Item	Quantity	Unit	Unite Rate		Price
Project Manager	250	HR	\$	190.00	\$ 47,500.00
Safety Manager (Superintendent Rate)	140	HR	\$	145.00	\$ 20,300.00
Superintendent	180	HR	\$	145.00	\$ 26,100.00
Administrative	40	HR	\$	50.00	\$ 2,000.00
Port-o-let	3	MO	\$	194.67	\$ 584.01
Mobilize Pipe Crew	35	HR	\$	145.00	\$ 5,075.00
Mobilize Road Crew	50	HR	\$	145.00	\$ 7,250.00
Total					\$ 108,809.01

EXHIBIT B, ALLOWANCE ITEMS

Included in Exhibit A

EXHIBIT C, ASSUMPTIONS AND CLARIFICATIONS

Included in Exhibit A

EXHIBIT D, PROJECT SCHEDULE

To be provided at Notice to Proceed

EXHIBIT E, ALTERNATE PRICES

Not Applicable

EXHIBIT F, UNIT PRICES

Not Applicable

EXHIBIT G, AFFIDAVIT OF NO CONFLICT

STATE OF Florida

COUNTY OF Manatee

BEFORE ME, the undersigned authority, this day personally appeared

Donald P. Woodruff [Insert Name], as
President [Insert Title] of
Woodruff & Sons, Inc. [Insert Company Name],

with full authority to bind, (hereinafter referred to as Company) who being first duly sworn,
deposes and says that Company:

- (a) Is not currently engaged and will not become engaged in any obligations, undertakings or contracts that will require Company 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).

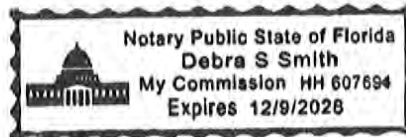
Affiant makes this Affidavit for the purpose of inducing Manatee County, a political subdivision of the State of Florida, to enter into this Agreement No. 25-TA005866JH
Blake Hospital Alternate Water Line

Dated this 21st day of April, 2026.

Donald P. Woodruff
Signature of Affiant

The foregoing instrument was sworn to and acknowledged before me this 21st day of April, 2026, by Donald P. Woodruff, as President of Woodruff & Sons, Inc.. He / she is personally known to me or has produced personally known as identification.

Debra S. Smith
Notary Public, State of Florida at Large



Commission No. HH 607694

EXHIBIT H, CERTIFICATE OF INSURANCE

CERTIFICATE OF INSURANCE

Date: April 23, 2026

PRODUCER

Re-Ex Insurance Brokers
7001 Pointe West Blvd.
Bradenton, Florida 34209

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

COMPANIES AFFORDING COVERAGE

INSURED

Woodruff & Sons, Inc.

P. O. Box 10127

Bradenton, FL 34282

COMPANY **Safety National Casualty**
A **Corporation**

COMPANY
B

COMPANY
C

COMPANY
D

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXP DATE	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ PERSONA & ADV INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any One Fire) \$ MED EXP (Any one Person) \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per Person) \$ BODILY INJURY (Per Accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA. ACCIDENT \$ OTHER THAN AUTO ONLY: \$ EACH ACCIDENT \$ AGGREGATE \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY THE PROPRIETOR/ PARTNERS/ EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL. <input type="checkbox"/> EXCL.	AGC4066933	7/21/2025	7/21/2026	X STATUTORY LIMITS \$ \$ 1,000,000 DISEASE - POLICY LIMIT \$ 1,000,000 DISEASE - EACH EMPLOYEE \$ 1,000,000
	OTHER:				\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS

Blake Hospital Alternate Water Line 25-TA005866JH (W&S Job#2846)

CANCELLATION

Manatee County Government

1112 Manatee Avenue West
Bradenton, FL 34205

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL **30 DAYS** WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES

Deborah Jewett
AUTHORIZED REPRESENTATIVE

EXHIBIT I, PAYMENT AND PERFORMANCE BOND



MANATEE COUNTY GOVERNMENT, PUBLIC CONSTRUCTION BOND
NUMBER 21BCSJL0022

BY THIS BOND,

We Woodruff & Sons, Inc., (Name of Contractor / Vendor)

located at 6450 31st Street East, Bradenton, FL 34203, (Address) as

Principal and Hartford Fire Insurance Company, (Name of Surety)

a corporation whose address is One Hartford Plaza, Hartford, CT 06155

are bound to Manatee County, a political subdivision of the State of Florida, herein called County, in the sum of \$1,897,346.52, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITIONS OF THIS BOND is that if Principal:

1. Performs Agreement No. 25-TA005866JH, (Agreement) between Principal and County for construction / services of Blake Hospital Alternate Water Line, the Agreement being made a part of this bond by reference, at the times and in the manner prescribed in the Agreement; 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 Agreement; and
3. Pays County all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that County sustains because of a default by Principal under the Agreement; and
4. Performs the guarantee of all Work and materials furnished under the Agreement for the time specified in the Agreement, 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), Florida Statutes.

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

DATED ON 5/5/2024 (Do not date, County will date upon execution)

CONTRACTOR / VENDOR AS PRINCIPAL

Company Name: Woodruff & Sons, Inc. (Print Name)

Signature: *Donald P. Woodruff*

Printed Name and Title: Donald P. Woodruff, President

Date: 04-21-26

(Corporate Seal)

SURETY

Company Name: Hartford Fire Insurance Company (Print Name)

Signature: *Andrea E. Gorbert*

Printed Name and Title: Andrea E. Gorbert, Attorney-in-Fact

Date: _____

(Corporate Seal)

SURETY AGENT OR BROKER

Company Name: American Global LLC (Print Name)

Address: 900 S Pine Island Road, Suite 210 Plantation, FL 33324

Telephone: (305) 351-9150

Email: andrea.gorbert@americanglobal.com

Licensed Florida Insurance Agent? Yes No

License No.: W566575

State of: New York

County of: Nassau

City of: Jericho

POWER OF ATTORNEY

Direct Inquiries, Bond Authenticity
and Claims to:
THE HARTFORD
BOND, T-14
One Hartford Plaza
Hartford, Connecticut 06155
[Bond Claims@thehartford.com](mailto:BondClaims@thehartford.com)
call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: AMERICAN GLOBAL LLC
Agency Code: 36-215890

- Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited** :

Andrea E. Gorbert, Mariya Leonidov of Jericho NY, Ryan Gray, Jaclyn Maffey, Marisol Mojica, Andrea Moran, Krystal L. Stravato, Kevin T. Walsh, Jr., Dipal Savaliya of Whippany NJ, Nick Bokios, Diana Baker of Schaumburg IL, Ricardo Davila, William Greffe Griffin, Michael Marino, Torre Taylor of PLANTATION, Florida

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Phyllis A. Clark

Phyllis A. Clark, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 1st day of March, 2024, before me personally came Joelle L. LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Mariluz Arce

Mariluz Arce
My Commission JH 287363
Expires July 13, 2026

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of _____

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President



Processing Date: April 20, 2026

Woodruff & Sons, Inc.

6450 31st Street East
Bradenton, FL 34203

Surety: Hartford Fire Insurance Company

Bond Number: 21BCSJL0022

Owner: Manatee County

Bond Amount: \$1,897,346.52

Project: Agreement No. 25-TA005866JH: Blake Hospital Alternate Water Line

To Whom it May Concern:

Enclosed you will find the requested performance and payment bond forms in the required amount covering the above captioned project. As a precaution, please check all dates, descriptions, names, seals, surety signatures and remember that the appropriate required contractor's signature as indicated below is necessary.

American Global, LLC and Hartford Fire Insurance Company, as Surety, understand and agree that Bond Number 21BCSJL0022, written for Woodruff & Sons, Inc. in the amount of \$1,897,346.52 will be dated the same date as the Agreement.

Kindly furnish a copy of the fully executed bond. Please contact us if you have any questions.

Sincerely,

Andrea E. Gorbert

EXHIBIT J, STANDARD FORMS

APPLICATION FOR PAYMENT

Request No.: _____ Project No.: _____
 Purchase Order No.: _____
 County Bid No.: _____
 Consultant: _____

Project: _____
 From: _____ To: _____

CONTRACT PAYMENT SUMMARY

Original Contract Amount:				\$	-
Change Order(s):				\$	-
Change order summary:					
Number	Date Approved	Additive	Deductive		
SUBTOTALS:		\$	-	\$	-
Net change order subtotal (Additive less Deductive):				\$	-
Current Contract Amount (CCA): (Original Amount + Change Order(s))				\$	-
		Previous Status	Total WIP		
Value of the Work in Place (WIP)	\$	-	\$	-	
Value of Stored Materials	\$	-	\$	-	
Total Earned (\$ and % of CCA)	\$	-	\$	-	
Retainage (\$ and % of CCA)	\$	-	\$	-	
Net Earned (Total earned minus retainage)				\$	-
TOTAL PREVIOUS PAYMENTS				\$	-
AMOUNT DUE THIS PAYMENT (Net Earned minus Previous Payments)				\$	-

CONTRACTOR'S AFFIDAVIT OF NOTICE

CERTIFICATE: The undersigned CONTRACTOR certifies that all items and amounts shown on this Application for Payment are on account of work performed, materials supplied and/or materials stored on site and paid for by Contractor in accordance with the Contract Documents with due consideration for previous Payment(s), if any, received by the Contractor from the County, and that the Amount Due this Payment shown is now due.

NOTARY:

CONTRACTOR:

State of Florida, County of _____

 Name of person authorized to sign Affidavit of Notice

Sworn to (or affirmed) and subscribed before me this _____ day of _____ by _____

 TITLE

 (Name of person giving notice)

Contractor name, address and telephone no.:

 (Signature of Notary Public - State of Florida)
 Print, Type or Stamp Commissioned Name of Notary Public:

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

VERIFICATION, RECOMMENDATION, CONCURRENCES AND APPROVALS

(Signatures)

(Date)

Quantities verified by: _____

Consultant/Engineer: _____

Project Management: _____

Department Head: _____

Payment approved by the Board of County Commissioners: _____

Attested to by the Clerk of Circuit Court: _____

**FINAL RECONCILIATION, WARRANTY PERIOD DECLARATION
AND CONTRACTOR'S AFFIDAVIT**

Project Title:	Date Submitted:
----------------	-----------------

Contractor Data: Name: Address: City/State/Zip:	Project No:
	Warranty (months):

This Final Reconciliation is for the work performed for Manatee County by the above named contractor, hereinafter called CONTRACTOR, pursuant to the contract dated _____ as amended, and acts as an addendum thereto.

It is agreed that all quantities and prices in the attached Final Pay Estimate No. _____ are correct and that the amount of \$ _____ including retainage is due to the CONTRACTOR, that no claims are outstanding as between the parties, and that the above stated sum represents the entirety of monies owed the CONTRACTOR.

It is further agreed that the warranty period for CONTRACTOR'S work pursuant to the Contract is from _____ to _____

As (title) _____ for CONTRACTOR, I have authority to bind said CONTRACTOR, and as such make this final reconciliation, declaration and affidavit for the purpose of inducing Manatee County to make final payment to CONTRACTOR for work done at/upon _____ under said contract:

CONTRACTOR has paid all social security and withholding taxes accrued in connection with the construction project.

CONTRACTOR has paid all workers' compensation and other insurance premiums incurred in connection with this construction project.

CONTRACTOR has paid for all required permits in connection with this construction project.

All laborers, material, men, suppliers, subcontractors and service professionals who worked for and/or supplied materials, equipment and/or services to the CONTRACTOR under this construction contract have been paid in full.

(Affiant Signature)

NOTARY:
State of Florida, County of _____, Sworn to (or affirmed) and subscribed before me this _____ day of _____, _____, by _____ (person giving notice).

Signature of Notary Public - State of Florida: _____
Print, Type or Stamp Commissioned Name of Notary Public:

Personally Known or Produced Identification
Type of Identification Produced _____

CONTRACT CHANGE ORDER

PROJECT:

Change Order No.:

Contract Amount
(Present Value)

Project Number:

NO. OF ITEM	DESCRIPTION OF ITEM AND CHANGE	DECREASE	INCREASE

BY EXECUTION OF THIS CHANGE ORDER THE CONTRACTOR AGREES THAT ALL CLAIMS FOR ADDITIONAL CONTRACT TIME AND FEES FOR THE ITEMS IN THIS CHANGE ORDER HAVE BEEN SATISFIED.

TOTAL DECREASE:

TOTAL INCREASE:

Contractor: _____
Address: _____
City / State: _____
Contractor Signature: _____ **Date:** _____

THE NET CHANGE OF
 ADJUSTS THE CURRENT CONTRACT AMOUNT FROM
 _____ TO

 _____ CALENDAR DAYS ARE ADDED TO THE SCHEDULE
 WHICH CHANGES THE FINAL COMPLETION DATE TO
 MONTH DAY, YEAR

RECOMMENDATION, CONCURRENCES AND APPROVALS

SIGNATURES

DATE

Consultant / Engineer: _____

Project Manager: _____

Division Manager: _____

Project Management Division Manager

Manatee County Purchasing: _____

Purchasing Official

Authority to execute this contract per Manatee County Code, Chapter 2-26,
and per the delegation by the County Administrator effective 1/26/2009

JUSTIFICATION FOR CHANGE

Change Order No :

Project Number:

1. NECESSITY FOR CHANGE:



2. Is change an alternate bid? (If yes, explain)

3. Does change substantially alter the physical size of the project? (If yes, explain)

4 Effect of this change on other "Prime" contractors?

5 Has the Surety and insurance company been notified, if applicable? **CONTRACTOR RESPONSIBILITY**



Approved in Open Session 5/5/26
Manatee County
Board of County Commissioners

May 5, 2026 - Regular Meeting

Subject

Execution of Guaranteed Maximum Price (GMP) Addendum No. 1 to Agreement No. 25-TA005866JH for Blake Hospital Alternate Water Line, and Adoption of Budget Amendment Resolution B-26-075, Eddy Zappacosta, Project Manager – District 3

Category

CONSENT AGENDA

Briefings

None

Contact and/or Presenter Information

Presenter: Eddy Zappacosta – Project Manager, Public Works Department, Ext. 7412, and Jeff Streitmatter, P.E. – Project Management Division Manager, Ext. 7335, Public Works Department

Action Requested

Authorization for the Purchasing Official, or designee, to execute GMP Addendum No. 1 to Agreement No. 25-TA005866JH with Woodruff & Sons, Inc., for Construction of Blake Hospital Alternate Water Line at a not-to-exceed amount of \$1,897,346.52, and to accept and date the Public Construction Bond.

Adoption of Budget Amendment Resolution B-26-075, amending the annual budget for Manatee County, FL, for fiscal year 2026. This budget amendment adjusts the FY26-30 CIP.

Enabling/Regulating Authority

Manatee County Code of Laws

Applicable Advisory Board

N/A

Background Discussion

The Guaranteed Maximum Price (GMP) Addendum No. 1 to Agreement No. 25-TA005866JH provides for a GMP of \$1,897,346.52 for Construction of Blake Hospital Alternate Water Line which includes, but not limited to, design, permit, install, and construct approximately 3,650 linear feet of 8-inch water main.

See attached Agenda Update Memo 5/1/26

Procurement History:

On October 1, 2021, the County entered into Master Agreement No. 21-TA003666CD for Construction Management at Risk Services on an as-needed basis. In accordance with Florida Statutes, Section 255.103, Agreement No. 21-TA003666CD provides for the provision of Construction Management at Risk Services on an as-needed basis for projects where the estimated construction costs shall not exceed \$4,000,000.00 per project. The continuing services agreements are structured in such a way that each individual project is issued an individual Construction Management at Risk Agreement to the selected Construction Management at Risk firm.

On August 12, 2024, the Parties executed Amendment No. 1 to Agreement No. 21-TA003666CD to align with a statutory change effective July 1, 2024.

On February 26, 2025, the County executed Agreement No. 25-TA005866JH for Construction Management at Risk Services for the Construction of Blake Hospital Alternate Water Line for a not-to-exceed amount of \$90,117.70 for preconstruction services and the development of a GMP and schedule for construction.

This GMP Addendum No. 1 to Agreement No. 25-TA005866JH provides for a guaranteed maximum price to be paid to the Construction Manager for all services rendered and all costs and expenses incurred in connection with the construction of the project at a not-to-exceed amount \$1,897,346.52 with a construction schedule of 90 calendar days.

Budget Amendment Resolution B-26-075 transfers \$304,000.00 from reserves in the Water and Sewer Capital Improvement fund to the Blake Hospital Permanent Potable Water Line project for construction and associated overhead costs. This budget amendment adjusts the FY26-30 CIP.

Attorney Review

Not Reviewed (Utilizes exact document or procedure approved within the last 24 months)

Instructions to Board Records

Please ensure that the (a) Purchasing Official signs page 4 of the GMP Addendum No. 1, (b) Chairperson signs page 1 of the Budget Amendment Resolution, and (c) Date on Bond is filled in on page 23 of the GMP Addendum No. 1.

Original to Board Records and Copies to:

Public Works: Eddy Zappacosta (eddy.zappacosta@mymanatee.org) and Alyssa Wetzel (alyssa.wetzel@mymanatee.org)

Procurement Division: Jeb Hayter

(jeb.hayter@mymanatee.org)/(approvedeagendas@mymanatee.org)

Signed copies of resolution to budget@mymanatee.org

Distributed 5/6/26, RT

Cost and Funds Source Account Number and Name

\$1,897,346.52 – 404-6042771-534000 – Utility Rates

Amount and Frequency of Recurring Costs – NA



May 5, 2026 - Regular Meeting

Subject

Updates to Agenda - May 1, 2026

Category

ANNOUNCEMENTS

Briefings

None

Contact and/or Presenter Information

Bobbi Roy, Agenda Division Supervisor, ext 6878

Action Requested

Updates incorporated appropriately

Enabling/Regulating Authority – N/A

Applicable Advisory Board – N/A

Background Discussion

Below are agenda updates (dated 5/1/26) for the meeting of May 5, 2026:

ANNOUNCEMENTS

Generic Public Comments

- This agenda item was updated with an additional generic comment.

CONSENT AGENDA

Financial Management

Item 19, Execution of Guaranteed Maximum Price (GMP) Addendum No. 1 to Agreement No. 25-TA005866JH for Blake Hospital Alternate Water Line, and Adoption of Budget Amendment Resolution B-26-075, Eddy Zappacosta, Project Manager - District 3

- This agenda item was updated with a revised Action Requested to include accepting and dating the Public Construction Bond (in strikethrough/underline format).

COMMISSIONER AGENDA ITEMS

Items for Discussion

Item 46, Suncoast Prosper

- This agenda item was updated with a revised Cover Sheet and Agreement and additional attachments.

Attorney Review

Not Reviewed (No apparent legal issues)

Instructions to Board Records

N/A

Cost and Funds Source Account Number and Name

N/A

Amount and Frequency of Recurring Costs

N/A



May 5, 2026 - Regular Meeting

Subject

Execution of Guaranteed Maximum Price (GMP) Addendum No. 1 to Agreement No. 25-TA005866JH for Blake Hospital Alternate Water Line, and Adoption of Budget Amendment Resolution B-26-075, Eddy Zappacosta, Project Manager – District 3

Category

CONSENT AGENDA

Briefings

None

Contact and/or Presenter Information

Presenter: Eddy Zappacosta – Project Manager, Public Works Department, Ext. 7412, and Jeff Streitmatter, P.E. – Project Management Division Manager, Ext. 7335, Public Works Department

Action Requested

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Enabling/Regulating Authority

Manatee County Code of Laws

Applicable Advisory Board

N/A

Background Discussion

The Guaranteed Maximum Price (GMP) Addendum No. 1 to Agreement No. 25-TA005866JH provides for a GMP of \$1,897,346.52 for Construction of Blake Hospital Alternate Water Line which includes, but not limited to, design, permit, install, and construct approximately 3,650 linear feet of 8-inch water main.

REVISED/REPLACED

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Attorney Review

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Instructions to Board Records

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Original to Board Records and Copies to:

Public Works: Eddy Zappacosta (eddy.zappacosta@mymanatee.org) and Alyssa Wetzel (alyssa.wetzel@mymanatee.org)

Procurement Division: Jeb Hayter

(jeb.hayter@mymanatee.org)/(approvedeagendas@mymanatee.org)

Signed copies of resolution to budget@mymanatee.org

Cost and Funds Source Account Number and Name

\$1,897,346.52 – 404-6042771-534000 – Utility Rates

Amount and Frequency of Recurring Costs – NA