

CONSTRUCTION AGREEMENT NO. 26-R090428LP

for

STIPULATED SUM

between

MANATEE COUNTY (AS OWNER)

and

SEMCO CONSTRUCTION, INC. (AS CONTRACTOR)

**CONSTRUCTION AGREEMENT FOR
STIPULATED SUM
PUMP STORAGE BUILDING**

THIS AGREEMENT (“Agreement”) is made and entered into by and between Manatee County, a political subdivision of the State of Florida, referred to herein as “Owner”, and the firm of SEMCO CONSTRUCTION, INC., incorporated in the State of Florida and registered and licensed to do business in the State of Florida (license #CGC040492), referred to herein as “Contractor.”

WHEREAS, the Owner intends to construct **PUMP STORAGE BUILDING**, the aforementioned improvements being hereinafter referred to and defined as the “Project”; and

WHEREAS, in response to Owner’s Invitation for Bid Construction No. 26-R090428LP (the “IFBC”), Contractor has submitted its Bid (the “Contractor’s Bid”) to provide the aforementioned construction services.

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

1. Contract Documents. The Contract Documents consist of this Agreement and attached Exhibits, the attached General Conditions of the Construction Agreement, Supplementary Conditions (if any), Special Conditions (if any), Drawings (the titles of which are attached hereto as Exhibit A), Specifications (the titles of which are attached hereto as Exhibit B), Addenda issued prior to execution of this Agreement, the Invitation for Bid (including any Instructions to Bidders, Scope of Work, Bid Summary, Supplements, and Technical Specifications), any interpretations issued pursuant to the Invitation for Bid, the Contractor’s Bid, permits, notice of intent to award, Notice to Proceed, purchase order(s), any other documents listed in this Agreement, and Modifications [to include written Amendment(s), Change Order(s), Work Directive Change(s) and Field Directive(s)] issued after execution of this Agreement. These form the Agreement, and are as fully a part of the Agreement as if attached or repeated herein. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. No other documents shall be considered Contract Documents.

2. Work. The Contractor shall fully execute the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

3. Date of Commencement and Substantial Completion.

A. Date of Commencement. The date of commencement of the Work shall be the date fixed in a Notice to Proceed issued by the Owner.

B. Contract Time. The Contract Time shall be measured from the date of commencement.

C. Substantial Completion. The Contractor shall achieve Substantial Completion of the entire Work not later than 180 calendar days from the date of commencement, or as follows:

Portion of Work	Substantial Completion Date
------------------------	------------------------------------

subject to adjustments of this Contract Time as provided in the Contract Documents.

Time is of the essence in the Contract Documents and all obligations thereunder. If the Contractor 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 as set forth above), the Owner shall be entitled to retain or recover from the Contractor, as liquidated damages and not as a penalty, the sum of \$300.00 per calendar day, commencing upon 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 because 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 Contractor under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due the Contractor 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. Contract Sum.

A. Payment. The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Five Hundred Twenty-Nine Thousand Six Hundred Seventy-One Dollars and Ninety-One Cents (\$529,671.91), subject to additions and deductions as provided in the Contract Documents.

B. Alternates. The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner.

C. Unit Prices. Unit prices, if any, are reflected in the Contractor's Bid.

5. Payments.

A. Progress Payments.

- (1) Based upon Applications for Payment submitted to the Architect/Engineer by the Contractor and Certificates for Payment issued by the Architect/Engineer, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.
- (2) The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.
- (3) Payments shall be made by Owner in accordance with the requirements of Section 218.735, Florida Statutes.

- (4) Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect/Engineer may require. This schedule, unless objected to by the Owner or Architect/Engineer, shall be used as a basis for reviewing the Contractor's Applications for Payment.
- (5) Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
- (6) Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
- i. Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of five percent (5.00%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 3.3.B. of the General Conditions;
 - ii. Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), supported by paid receipts, less retainage of five percent (5.00%);
 - iii. Subtract the aggregate of previous payments made by the Owner; and
 - iv. Subtract amounts, if any, for which the Architect/Engineer has withheld or nullified an Application for Payment, in whole or in part as provided in Section 3.3.C. of the General Conditions.
- (7) The progress payment amount determined in accordance with Section 5.A(6) shall be further modified under the following circumstances:
- i. Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect/Engineer shall determine for incomplete Work, retainage applicable to such work and unsettled claims.

- ii. Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 3.2.B. of the General Conditions.

- (8) Reduction or limitation of retainage, if any, shall be as follows:

Notwithstanding the foregoing, upon completion of at least 50% of the Work, as determined by the Architect/Engineer and Owner, the Owner may, with the concurrence of the Architect/Engineer, reduce to two and one-half percent (2.5%) the amount of retainage withheld from each subsequent progress payment.

- (9) Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

B. Final Payment. Final Payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when:

- (1) The Contractor has fully performed the Work except for the Contractor's responsibility to correct Work as provided in Section 2.4.C. of the General Conditions, and to satisfy other requirements, if any, which extend beyond final payment; and
- (2) A final Application for Payment has been approved by the Architect/Engineer.

6. Termination or Suspension.

A. Termination. The Agreement may be terminated by the Owner or the Contractor as provided in Article XIV of the General Conditions.

B. Suspension by Owner. The Work may be suspended by the Owner as provided in Article XIV of the General Conditions.

7. Other Provisions.

A. Substantial Completion Defined. Substantial Completion shall be defined as provided in Article I of the General Conditions. In the event a temporary certificate of occupancy or completion is issued establishing Substantial Completion, the Contractor shall diligently pursue the issuance of a permanent certificate of occupancy or completion.

B. Project Meetings. There shall be a project meeting, at the jobsite or other location acceptable to the parties, on a regularly scheduled basis. The meeting will be attended by a representative of the Contractor, Architect/Engineer and Owner. These representatives shall be authorized to make decisions that are not otherwise contrary to the requirements of this Agreement.

C. Weather. Any rainfall, temperatures below 32 degrees Fahrenheit or winds greater than 25 m.p.h. which actually prevents Work on a given day, shall be considered lost time

and an additional day added to the Contract Time, provided no work could be done on site, and provided written notice has been submitted to the Owner by the Contractor documenting same.

D. Shop Drawings; Critical Submittals. In consideration of the impact of timely review of submittals and shop drawings on the overall progress of the Work, it is hereby agreed that the Owner shall cause his agents and design professionals to accomplish the review of any particular “critical” submittals and/or shop drawings and return same to the Contractor within fourteen (14) days.

E. Applications for Payment. Applications for Payment shall be submitted once monthly at regular intervals and shall include detailed documentation of all costs incurred.

F. Punch List. Within 30 days after obtainment of Substantial Completion, the Owner shall generate a “punch list” of all work items requiring remedial attention by the Contractor. Within 5 days thereafter the Architect/Engineer shall assign a fair value to the punch list items, which sum shall be deducted from the next scheduled progress payment to the Contractor. Upon satisfactory completion of the punch list items, as certified by the Architect/Engineer, the previously deducted sum shall be paid to the Contractor.

G. Closeout documentation. Within 30 days after obtainment of Substantial Completion and before final payment, Contractor shall gather and deliver to Owner all warranty documentation, all manufacturer’s product and warranty literature, all manuals (including parts and technical manuals), all schematics and handbooks, and all as-built drawings.

H. Governing Provisions; Conflicts. In the event of a conflict between this Agreement and the Specifications or as between the General Conditions and the Specifications, the Specifications shall govern.

I. E-Verify.

The Contractor, and any subcontractor thereof, shall register with and use the E-Verify system to verify the work authorization status of all new employees of the Contractor or subcontractor. The Contractor hereby represents and warrants that it has, and shall remain throughout the duration of this Agreement, registered with, and uses and shall continue to use, the E-Verify system. The Contractor shall not enter into any contract with a subcontractor for services hereunder unless such subcontractor also has registered with and uses the E-Verify system. If the Contractor enters into a contract with a subcontractor, the subcontractor shall 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 this Agreement.

Pursuant to Section 488.095(5)(c)3, Florida Statutes, the Owner is authorized to terminate this Agreement if it has a good faith belief that the Contractor has knowingly violated Section 448.09(1), Florida Statutes, regarding the employment of someone not authorized to work by the immigration laws of the United States, the U.S. Attorney General, or the Secretary of the Department of Homeland Security. Such termination action is not considered a breach of contract.

J. Funds for Identification Documents

No funds provided by the Owner pursuant to this Agreement shall be used for the purpose of issuing an identification card or document to an individual who does not provide proof of lawful presence in the United States.

K. Anti-Human Trafficking

Contractor shall provide County with a sworn affidavit signed by an officer or a representative of Contractor under penalty of perjury attesting that Contractor does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes.

8. Insurance and Bonding. If and to the extent required by the Invitation for Bid documents, the Contractor shall furnish insurance coverage for (but not necessarily limited to) workers' compensation, commercial general liability, auto liability, excess liability, and builder's risk. The Contractor shall furnish to the Owner all appropriate policies and Certificate(s) of Insurance. The Contractor shall also post a Payment and Performance Bond for the Contract Sum, within ten (10) days following notification of intent to award, and otherwise in accordance with the Invitation for Bid documents.

9. Independent Contractor. The Contractor acknowledges that it is functioning as an independent contractor in performing under the terms of this Agreement, and it is not acting as an employee of the Owner.

10. Entire Agreement. This Agreement (inclusive of the Contract Documents incorporated herein by reference) represents the full agreement of the parties.

11. Amendments; Waivers; Assignment.

A. Amendments. This Agreement may be amended only pursuant to an instrument in writing that has been jointly executed by authorized representatives of the parties hereto.

B. Waivers. Neither this Agreement nor any portion of it may be modified or waived orally. However, each party (through its governing body or properly authorized officer) shall have the right, but not the obligation, to waive, on a case-by-case basis, any right or condition herein reserved or intended for the benefit or protection of such party without being deemed or considered to have waived such right or condition for any other case, situation, or circumstance and without being deemed or considered to have waived any other right or condition. No such waiver shall be effective unless made in writing with an express and specific statement of the intent of such governing body or officer to provide such waiver.

C. Assignment. The rights and obligations of either party to this Agreement may be assigned to a third party only pursuant to a written amendment hereto.

12. Validity. Each of the Owner and Contractor represents and warrants to the other its respective authority to enter into this Agreement.

13. Covenant to Defend. Neither the validity of this Agreement nor the validity of any portion hereof may be challenged by any party hereto, and each party hereto hereby waives any right to initiate any such challenge. Furthermore, if this Agreement or any portion hereof is challenged by a third party in any judicial, administrative, or appellate proceeding (each party

hereby covenanting with the other party not to initiate, encourage, foster, promote, cooperate with, or acquiesce to such challenge), the parties hereto collectively and individually agree, at their individual sole cost and expense, to defend in good faith its validity through a final judicial determination or other resolution, unless all parties mutually agree in writing not to defend such challenge or not to appeal any decision invalidating this Agreement or any portion thereof.

14. Disclaimer of Third-Party Beneficiaries; Successors and Assigns. This Agreement is solely for the benefit of the parties hereto, and no right, privilege, or cause of action shall by reason hereof accrue upon, to, or for the benefit of any third party. Nothing in this Agreement is intended or shall be construed to confer upon or give any person, corporation, partnership, trust, private entity, agency, or other governmental entity any right, privilege, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof. This Agreement shall be binding upon, and its benefits and advantages shall inure to, the successors and assigns of the parties hereto.

15. Construction.

A. Headings and Captions. The headings and captions of articles, sections, and paragraphs used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or be taken into consideration in interpreting this Agreement.

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

16. Severability. The provisions of this Agreement are declared by the parties hereto to be severable. In the event any term or provision of this Agreement shall be held invalid by a court of competent jurisdiction, such invalid term or provision should not affect the validity of any other term or provision hereof; and all such terms and provisions hereof shall be enforceable to the fullest extent permitted by law as if such invalid term or provision had never been part of this Agreement; provided, however, if any term or provision of this Agreement is held to be invalid due to the scope or extent thereof, then, to the extent permitted by law, such term or provision shall be automatically deemed modified in order that it may be enforced to the maximum scope and extent permitted by law.

17. Governing Law; Venue. This Agreement shall be governed by the laws of the State of Florida. Venue for any petition for writ of certiorari or other court action allowed by this Agreement shall be in the Circuit Court of the Twelfth Judicial Circuit in and for Manatee County, Florida.

18. Attorney’s Fees and Costs. In any claim dispute procedure or litigation arising from this Agreement, each party hereto shall be solely responsible for paying its attorney’s fees and costs.

19. Notices. All notices, comments, consents, objections, approvals, waivers, and elections under this Agreement shall be in writing and shall be given only by hand delivery for which a receipt is obtained, or certified mail, prepaid with confirmation of delivery requested, or

by electronic mail with delivery confirmation. All such communications shall be addressed to the applicable addressees set forth below or as any party may otherwise designate in the manner prescribed herein.

To the Owner:

Manatee County Government
Utilities Department
3647 Cortez Rd W,
Bradenton, FL 34210
Email: erik.gibson@mymanatee.org

To the Contractor:

SEMCO Construction, Inc.
Jennifer Hall
205 Century BLVD
Bartow, FL
33830
Email: jhall@semco.cc

Notices, comments, consents, objections, approvals, waivers, and elections shall be deemed given when received by the party for whom such communication is intended at such party's address herein specified, or such other physical address or email address as such party may have substituted by notice to the other.

20. Public Records Law. The Contractor shall comply with the Florida Public Records Act (Chapter 119, Florida Statutes), and shall:

- A. Keep and maintain public records required by the Owner to perform the services called for in this Agreement.
- B. Upon request from the Owner's custodian of public records, provide the Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the Owner.
- D. Upon completion of this Agreement, transfer, at no cost, to the Owner all public records in possession of the Contractor or keep and maintain such public records. If the Contractor transfers all public records to the Owner upon completion of the Agreement, 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 Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Owner, upon request from the Owner's custodian of

public records, in a format that is compatible with the information technology systems of the Owner.

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 OWNER'S CUSTODIAN OF PUBLIC RECORDS AT 941-748-4501, EXT. 5845; LACY.PRITCHARD@MYMANATEE.ORG; POST OFFICE BOX 1000, BRADENTON, FLORIDA 34206.

21. Exhibits. Exhibits to this Agreement are as follows:

Exhibit A—Title(s) of Drawings

Exhibit B—Title(s) of Specifications

Exhibit C—Affidavit of No Conflict

Exhibit D—Certificate(s) of Insurance

Exhibit E—Payment and Performance Bond

Exhibit F—Standard Forms

- 1—Application for Payment
- 2—Certificate of Substantial Completion
- 3—Final Reconciliation / Warranty / Affidavit
- 4—Change Order

(Remainder of page intentionally left blank)

WHEREFORE, the parties hereto have executed this Agreement as of the date last executed below.

SEMCO CONSTRUCTION, INC.

By: 

Printed Name: **JENNIFER HALL**
EXECUTIVE VICE PRESIDENT

Title: _____

Date: 8-18-24

MANATEE COUNTY, a political subdivision
of the State of Florida

By: 
Brent Sargent, CPPD, CPPB, NIGP-CPP, FCCM, FCCN
Digitally signed by Brent Sargent,
CPPD, CPPB, NIGP-CPP, FCCM, FCCN
Date: 2026.09.22 16:07:36 -0400

Printed Name: **Brent Sargent**

Title: Purchasing Official

Date: 9/22/2026

EXHIBIT A

Title(s) of Drawings

FY 2026 Planning and Technical Assistance for Lift Stations - Pump Storage Building

EXHIBIT B

Title(s) of Specifications

Technical Specifications

EXHIBIT C
Affidavit of No Conflict

EXHIBIT No. C AFFIDAVIT OF NO CONFLICT

STATE OF Florida

COUNTY OF Polk

BEFORE ME, the undersigned authority, this day personally appeared

Jennifer Hall

[Insert Name], as

Executive Vice President

[Insert Title] of

SEMCO Construction, 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).

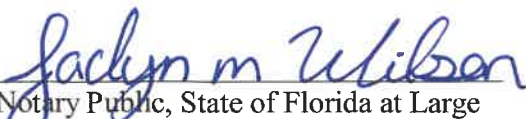
Affiant makes this Affidavit for the purpose of inducing Manatee County, a political subdivision of the State of Florida, to enter into this Agreement No. 26-R090428LP

Dated this 18th day of August, 2026.



Signature of Affiant

The foregoing instrument was sworn to and acknowledged before me this 18th day of August, 2026, by Jennifer Hall, as Executive Vice President of SEMCO Construction, Inc. He / she is personally known to me or has produced _____ as identification.



Notary Public, State of Florida at Large

Commission No. HH610699

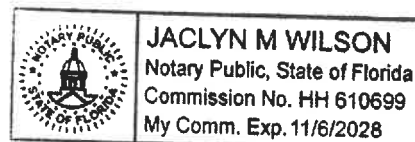


EXHIBIT D

Contractor's Certificate(s) of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/18/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Baldwin Group Southeast LLC 4211 W Boy Scout Blvd Ste 800 Tampa FL 33607	CONTACT NAME: Certificates@baldwin.com PHONE (A/C, No, Ext): 813-984-3200 FAX (A/C, No): E-MAIL ADDRESS:
INSURED SEMCO Construction, Inc. 205 Century Blvd. Bartow FL 33830-7705	INSURER(S) AFFORDING COVERAGE INSURER A: Westfield Insurance Company INSURER B: Travelers Property Casualty Co INSURER C: American Interstate Insurance INSURER D: Indian Harbor Insurance Compan INSURER E: INSURER F:

License#: L002281
SEMCCON-01**COVERAGES****CERTIFICATE NUMBER:** 84209112**REVISION NUMBER:**

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ \$500 PD Ded GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:	Y		CMM5025462	10/1/2025	10/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$	
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☒ PIP			CMM5025462	10/1/2025	10/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000	
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			CUP7S00355025NF	10/1/2025	10/1/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	AVWCFL3418392025	10/1/2025	10/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000	
A	Rented or Leased Equipment			CMM5025462	10/1/2025	10/1/2026	\$300,000 Limit	\$500 Ded/1K Cranes
D	Professional/Pollution Liability			PEC005848705	10/1/2025	10/1/2026	1MIL/1MIL	25K Ded/10K Ded
A	Builders Risk Reporting Form			CMM5025462	10/1/2025	10/1/2026	\$2,745,000 Limit	\$2,500 Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Agreement No. 26-R090428LP, Pump Storage Building
Certificate Holder, Manatee County Government is included as an Additional Insured with respect to General Liability if required by written contract and subject to terms, conditions, and exclusions of the policy.

CERTIFICATE HOLDER**CANCELLATION**

Manatee County Government
Utilities Department
3647 Cortez Rd W
Bradenton FL 34210
USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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EXHIBIT E

Contractor's Payment and Performance Bond

MANATEE COUNTY GOVERNMENT, PUBLIC CONSTRUCTION BOND
NUMBER 964239927

BY THIS BOND,

We SEMCO Construction, Inc., (Name of Contractor / Vendor)

located at 205 Century Blvd, Bartow, FL 33830, (Address) as

Principal and Liberty Mutual Insurance Company, (Name of Surety)

a corporation whose address is 175 Berkley St, Boston, MA 02116

are bound to Manatee County, a political subdivision of the State of Florida, herein called County, in the sum of \$529,671.91, 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:

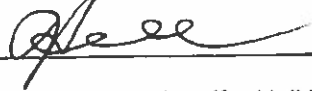
1. Performs Agreement No. 26-R090428LP, (Agreement) between Principal and County for construction / services of Pump Storage Building, the Agreement being made a part of this bond by reference, at the times and in the manner prescribed in the Agreement; and
2. Promptly makes payments to all claimants, 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 9/22/26 (Do not date, County will date upon execution)

CONTRACTOR / VENDOR AS PRINCIPAL

Company Name: SEMCO Construction, Inc. (Print Name)

Signature: 

Printed Name and Title: Jennifer Hall Executive Vice President

Date: _____

(Corporate Seal)



SURETY

Company Name: Liberty Mutual Insurance Company (Print Name)

Signature: 

Printed Name and Title: Taylor Wagner, Attorney-in-Fact

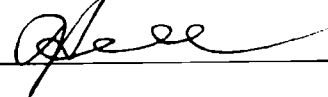
Date: _____

(Corporate Seal)

DATED ON _____ (Do not date, County will date upon execution)

CONTRACTOR / VENDOR AS PRINCIPAL

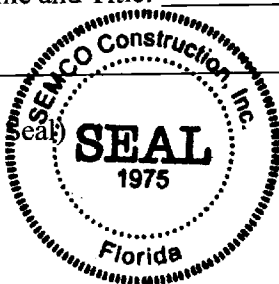
Company Name: SEMCO Construction, Inc. (Print Name)

Signature: 

Printed Name and Title: Jennifer Hall Executive Vice President

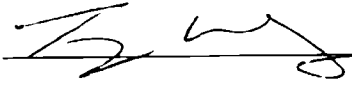
Date: _____

(Corporate Seal)



SURETY

Company Name: Liberty Mutual Insurance Company (Print Name)

Signature: 

Printed Name and Title: Taylor Wagner, Attorney-in-Fact

Date: _____

(Corporate Seal)

SURETY AGENT OR BROKER

Company Name: Wagner Bonding & Insurance, Inc. (Print Name)

Address: P.O. Box 2868, Lakeland, FL 33806

Telephone: (863)-859-9823

Email: taylor@wagnerbodning.com

Licensed Florida Insurance Agent? ☒ Yes ☐ No

License No.: W458362

State of: Florida

County of: Polk

City of: Lakeland



POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8214937-984127**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Daniel F. Wagner Jr, Taylor Wagner

all of the city of Lakeland state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 21st day of October, 2025.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 21st day of October, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, _____.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

EXHIBIT F
Standard Forms

APPLICATION FOR PAYMENT				Request No.: _____ Project No.: _____	
Project: _____				Purchase Order No.: _____	
From: _____ To: _____				County Bid No.: _____	
				Consultant: _____	
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		Change Order No.:	
		Contract Amount (Present Value)	
		Project Number:	
PROJECT:			

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:	_____	_____
Manatee County Purchasing:	Project Management Division Manager _____ 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	

BID SUMMARY**IFBC NO. R090428LP Pump Storage Building****TOTAL**

BANDES CONSTRUCTION	\$664,719.01
HOLLIDAY GROUP	\$615,696.39
LOGICON	\$708,107.40
STORAGE BILDING COMPANY	\$585,796.20
SEMCO CONSTRUCTION	\$529,671.91
SEQUOIA CONSTRUCTION	\$898,865.01
SOUTHERN CROSS CONTRACTING	\$614,628.30
STELLAR DEVLOPMENT	\$637,974.70

*Flores Construction Co & Magnum Builders of Sarasota, Inc. -Non Responsive



September 22, 2026 - Regular Meeting

Subject

Execution of Agreement No. 26-R090428LP for Pump Storage Building, Patrick Shea, Utilities Director - District 3

Category

CONSENT AGENDA

Briefings

None

Contact and/or Presenter Information

Presenter: Patrick Shea, Utilities Director, and Jim Renneberg – Utilities Deputy Director, Ext. 5235, Utilities Department, Utilities Division

Action Requested

Authorization for Purchasing Official, or designee, to execute Agreement No. 26-R090428LP, to the lowest responsive and responsible bidder: SEMCO Construction, Inc., for a not-to-exceed amount of \$529,671.91 based on a construction completion time of 180 calendar days from notice to proceed and accept and date the Public Construction Bond.

Enabling/Regulating Authority

Manatee County Code of Laws

Applicable Advisory Board

N/A

Background Discussion

This project is to construct a permanent metal building on a concrete foundation for pump storage.

Procurement History:

On June 9, 2026, the County issued Invitation for Bid Construction (IFBC) No. 26-R090428LP for Pump Storage Building. Eight (8) responsive responsible bids were received for consideration per the attached bid tabulation.

Attorney Review

Other (Requires explanation in field below)
Not submitted for legal review

See attached agenda update memo 9/21/26

Instructions to Board Records

Copies to:

Utilities: Erik Gibson, (erik.gibson@mymanatee.org), Kendra Coldren, (kendra.coldren@mymanatee.org).

Procurement Division: Leslie Peer, (leslie.peer@mymanatee.org) / approvedeagendas@mymanatee.org

Cost and Funds Source Account Number and Name

\$529,671.91 /401-0010300 563000/Wtr & Swr Operating

Amount and Frequency of Recurring Costs

N/A



September 22, 2026 - Regular Meeting

Subject

Updates to Agenda - September 21, 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 9/21/26) for the meeting of September 22, 2026:

GENERIC PUBLIC COMMENTS

- This agenda item was updated to include additional comments.

CONSENT AGENDA

Development Services

Item 21, Authorization for staff to record Satisfactions of Multiple Code Enforcement Liens, Stephanie Charles, Deputy Director, Tom Wooten, Code Enforcement Chief - Countywide

- This agenda item was updated to change the presenter to reflect Stephanie Charles, Development Services Deputy Director.

Item 22, Authorization for Staff to Record the Satisfaction of Lien for Case Number CE2018010290, Stephanie Charles, Deputy Director, Tom Wooten, Code Enforcement Chief - District 1

- This agenda item was updated to change the presenter to reflect Stephanie Charles, Development Services Deputy Director.

Financial Management

Item 26, Authorization to Allocate Additional Departmental Budgeted Funding to Blanket Purchase Order No. T2400728 for Backflow Preventer Services, Mark Molinaro, Cross Connection Control Supervisor - Multiple Districts

- This agenda item was updated to change the presenter to Patrick Shea, Utilities Director.

Item 28, Execution of Agreement No. 26-R090428LP for Pump Storage Building, Erik Gibson, Utilities Superintendent - District 3

- This agenda item was updated to change the presenter to Patrick Shea, Utilities Director.

Property Management

Item 31, Execution of Sovereignty Submerged Lands Fee Waived Lease between Board of Trustees of the Internal Improvement Trust Fund of the State of Florida and Manatee County for submerged property known as the Kingfish Boat Ramp – Peter Morrow, Property Acquisition Division Manager – District 3

- This agenda item was updated with the correct Request for Legal Services Response.

Public Works

Item 39, Approval and Execution of the Third Amendment to Cooperative Agreement for Central County Complex with Musgrave Real Estate Holding, Limited Partnership, Scott May, P.E., County Engineer– District 5

- This agenda item was updated to move this item from the Consent Agenda to Regular; and include the finalized Third Amendment to Cooperative Agreement, which had a minor change to Section II, Extension and Waiver Justification, CAO Email Confirmation for Tracked Changes, and a revision to the Cost and Funds Source Account Number and Name Section to correct the dollar amount from \$250,000 to \$225,000.

ADVERTISED PUBLIC HEARINGS - LEGISLATIVE

Presentations Scheduled

Item 45, Adoption of Ordinance 26-36, regulating Simulated Gambling Devices and Memorandum of Understanding (MOU), Stephanie Charlies, Development Services Deputy Director - Countywide

- This agenda item was updated with revised Ordinance 26-36 correcting scrivener's errors relative to the Florida Administrative Code in Sections 2-21-151, paragraph 5, and 2-21-154, paragraph 4; and correcting the Action Requested to reflect Execution of the Memorandum of Understanding instead of Adoption of.

REPORTS

Natural Resources

Item 50, Report on the Duette Preserve Hunt Program

- This agenda item was updated with a revised Presentation Outline.

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



September 22, 2026 - Regular Meeting

Subject

Execution of Agreement No. 26-R090428LP for Pump Storage Building, Erik Gibson, - District 3

Category

CONSENT AGENDA

Briefings

None

Contact and/or Presenter Information

Presenter: Erik Gibson – Utilities Superintendent, Ext. 5377, and Jim Renneberg – Utilities Deputy Director, Ext. 5235, Utilities Department, Utilities Division

Action Requested

Authorization for Purchasing Official, or designee, to execute Agreement No. 26-R090428LP, to the lowest responsive and responsible bidder: SEMCO Construction, Inc., for a not-to-exceed amount of \$529,671.91 based on a construction completion time of 180 calendar days from notice to proceed and accept and date the Public Construction Bond.

Enabling/Regulating Authority

Manatee County Code of Laws

Applicable Advisory Board

N/A

Background Discussion

This project is to construct a permanent metal building on a concrete foundation for pump storage.

Procurement History:

On June 9, 2026, the County issued Invitation for Bid Construction (IFBC) No. 26-R090428LP for Pump Storage Building. Eight (8) responsive responsible bids were received for consideration per the attached bid tabulation.

Attorney Review

Other (Requires explanation in field below)

Not submitted for legal review

Instructions to Board Records

Copies to:

Utilities: Erik Gibson, (erik.gibson@mymanatee.org), Kendra Coldren, (kendra.coldren@mymanatee.org).

Procurement Division: Leslie Peer, (leslie.peer@mymanatee.org) / approvedeagendas@mymanatee.org Distributed 9/25/26, RT

Cost and Funds Source Account Number and Name

\$529,671.91 /401-0010300 563000/Wtr & Swr Operating

Amount and Frequency of Recurring Costs

N/A

REVISED/REPLACED