



# City of Bradenton, Florida

## City Council Agenda Memorandum

**Agenda Item:**

Mangrove trimming  
(Bid piggyback acceptance notification)

**Agenda Date:**

November 16, 2016

**Originated by:**

Dave Beauchamp, Public Works and Utilities

**Agenda Placement:**

Consent Agenda

**Explanation**

E Co Consultants Inc. agrees to enter into an agreement with the City of Bradenton, Florida to perform the trimming of the mangroves for the City of Bradenton. This agreement is in accordance with the specifications per the School District of Manatee County agreement 16-0072-MR-1, for a base contract period dated from the authorized signing of this document by Wayne H. Poston, Mayor through the remainder of the contract ending on April 12, 2017. There is one automatic renewal for this contract solicitation. E Co Consultants Inc. will provide the City of Bradenton with the same pricing as set forth in the School District of Manatee County agreement 16-0072-MR-1 documents.

**Financial Impact**

N/A

**Requested action to be taken by Council**

Approval authorizing Mayor to execute the agreement

**Staff Recommendation**

Recommend approval of the requested action.

**Attachments**

E Co Consultants Inc. attachment



**CITY OF BRADENTON**  
BRADENTON, FLORIDA

E Co Consultants Inc. agrees to enter into an agreement with the City of Bradenton, Florida to perform annual mangrove trimming for the City of Bradenton. This agreement is in accordance with the specifications per the School District of Manatee County agreement 16-0072-MR-1, for a base contract period dated from the authorized signing of this document by Wayne H. Poston, Mayor through the remainder of the contract ending on April 12, 2017. E Co Consultants Inc. will provide the City of Bradenton with the same pricing as set forth in the School District of Manatee County agreement 16-0072-MR-1 documents.

Authorized by Chapter 2004-466, Laws of Florida, as amended by Chapter 2012-239, Laws of Florida, is legislation allowing a public body to make purchases of goods and services from contracts procured by any other federal, state, or local government entity or any tax-exempt organization under the provisions of section 501(c)(3) of the Internal Revenue Code which is organized exclusively to assist any governmental entity in serving and representing citizens under the terms of a bid submitted to such entity or organization, provided that such contract is procured in compliance with the procuring entity's or organization's laws, bylaws, rules, regulations, or ordinances, or policies regarding competitive solicitation, which must provide for full and open competition.

Alec D. Hoffner  
President  
E Co Consultants Inc.

11/8/16  
Date

Jim McLellan, P.E.  
Director of Public Works and Utilities

11-09-16  
Date

Ralph G. Ward, CPSM  
Purchasing Manager

11/8/16  
Date

Wayne H. Poston  
Mayor

\_\_\_\_\_  
Date

# School District of Manatee County

## PURCHASING DEPARTMENT

215 Manatee Avenue West

Bradenton, Florida 34205

Direct Line (941) 708-8770 FAX Line (941) 708-8485

### SCHOOL BOARD:

KAREN CARPENTER \*CHAIRMAN\*  
JOHN COLÓN

ROBERT C. GAUSE

CHARLIE KENNEDY \* VICE-CHAIRMAN\*  
DAVE "WATCHDOG" MINER

SUPERINTENDENT  
DR. DIANA GREENE

## Contract of Award Agreement No.16-0072-MR-1

**THIS AGREEMENT** is entered into by and between the Manatee County School District, hereinafter "District" and E Co Consultants, "Contractor".

**WITNESSETH**, that the District and the Contractor in consideration of the mutual covenants contained herein agree as follow:

1. **The Work:** Contractor shall perform and render all services as prescribed and required by the Instructions to Proposers, Proposal Form, General Conditions, Specials Conditions, Scope of Work, Specifications, and all other documents forming a part of the Proposal package and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein for:

### AQUATIC CONTROL SERVICES, MCSD No.16-0072-MR

2. **Contract Term:** The term of this Agreement shall be from April 13, 2016 through April 12, 2017. Any deviation from the awarded contract period or cancellation of any item(s) awarded may result in your company being barred from doing business with the School District of Manatee County, in accordance with School District Policies and Procedures. Multi-year contracts will automatically renew for one (1) year periods during the initial contract period above, unless the District notifies the supplier of intent to rebid or negotiate new terms ninety (90) days prior to the contract anniversary date. This Agreement shall not expire until all work under Purchase Orders issued is completed, accepted and paid for by the District. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement.
3. **Payment Terms:** The standard payment terms for the School District of Manatee County are Net 30. Invoices must include the purchase order number prominently displayed in order to receive payment. Payments will be made only to the vendor listed on the purchase order.
4. **Non-Funding:** In the event sufficient budgeted funds are not available for a new fiscal period, the Purchasing Department shall notify the vendor of such an occurrence and the contract shall terminate on the last day of the current fiscal period without penalty or expense to the District.
5. **Termination:** The School Board of Manatee County reserves the right to terminate this contract in whole or in part at any time before the date of completion, in the event it is determined that the provider has failed to comply with the conditions of the agreement. The School Board shall promptly notify the Provider in writing of the determination and the reasons for the termination, together with the effective date of the termination. Payments made to Providers or recoveries by

Contract Award Agreement Continued

Bid/RFP Title, MCSD No. Aquatic Control Services, MCSD No 16-01072-MR

notify the Provider in writing of the determination and the reasons for the termination, together with the effective date of the termination. Payments made to Providers or recoveries by the School Board under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida.

Termination for Convenience—Termination of this contract in whole or in part may be made by School District Manatee County when the district determines that the continuation of the contract would not produce beneficial results commensurate with the further expenditure of funds or in furtherance of the goals and directives of the School District Manatee County. Termination may be initiated within 30 days' notice when Board approval is not required and subject to Board approval when required.

6. **Compliance with the Sunshine Law:** The Florida Sunshine Law is a series of laws designed to guarantee that the public has access to the public records of governmental bodies in Florida, Fla. Stat. sec. 286.011 et. seq. and Fla. Stat. sec. 119.01 et. seq. The contracting party with The School Board of Manatee County hereby acknowledges and agrees to comply with The Florida "Sunshine" Law, including but, not limited to keeping and maintaining all records that relate and/or pertain to the terms of this agreement available for inspection and copying, public records requests, internal audits and for any other informational purpose.

7. **Governing Law:** This agreement will be governed by the internal laws of the State of Florida, without regard to its conflicts of laws rules. Each party agrees to comply with all applicable laws in the performance of this agreement. All disputes are to be resolved in Manatee County, Florida by binding Arbitration before the American Arbitration Association or other mutually agreed and similar forum. The costs of such dispute will be borne by the individual party.

8. **Insurance:** Contractor shall furnish the School District of Manatee County with proof of:

- a. Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.
- b. Employer's Liability Insurance in an amount not less than \$3,000,000.00 per occurrence.
- c. Comprehensive General Liability Insurance in an amount equal to or greater than \$1,000,000.00 per person and \$3,000,000.00 per occurrence for any occurrence resulting in bodily injury or death to any one or group of persons, including any consequential damages that arise therefrom.
  - i. If policy is on a "CLAIMS MADE" basis, contractor's insurance carrier will identify policy as such and indicate in writing the amount of claims paid by this policy and reserves outstanding. Policy aggregates must equal at least two (2) times the occurrence limit.
- d. Liability Insurance in an amount equal to or greater than \$1,000,000.00 per person and \$3,000,000.00 per occurrence for bodily injuries and/or death to any person or persons caused by passenger automobiles or commercial vehicles.
- e. Liability Insurance equal to or greater than \$1,000,000.00 per occurrence for property damage caused by passenger automobiles or commercial vehicles.

9. **Compliance with Jessica Lunsford Act:** The School District of Manatee County and State of Florida, requires all contractors/subcontracts to comply with the Jessica Lunsford Act (JLA) which

- Contract Award Agreement Continued
- Bid/RFP Title, MCSD No. Aquatic Control Services, MCSD No 16-01072-MR consists of a level II background screening via fingerprinting. Vendors, individuals or entities under contract with the School Board of Manatee County required to go on school grounds when students are present, must comply with the requirements of the law and agree to indemnify and hold harmless the School Board of Manatee County for any claims made against the School Board related to the failure to comply with Florida Statute Section 1012.465 and Section 1012.32 Florida Statutes. Information on JLA requirements and how to comply can be accessed at

[http://www.manateeschools.net/pages/SDMC/Departments/District\\_Support\\_Services/Purchasing/Jessica\\_Lunsford\\_Act](http://www.manateeschools.net/pages/SDMC/Departments/District_Support_Services/Purchasing/Jessica_Lunsford_Act)

- Sovereign Immunity:** The parties acknowledge and agree that the School Board of Manatee County, Florida, as an agency of the State of Florida, is a sovereign entity that is by law immune from suit except to the extent specified in 768.28 of Florida Statutes. No provision of the agreement shall constitute, or be interpreted as, a waiver of sovereign immunity, and all defenses relative to sovereign immunity shall be preserved.
- Entire Agreement:** The proposal and this agreement constitutes the entire agreement between the parties and supersedes all prior agreements or representations, whether written or oral, concerning its subject matter. This agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument. The terms of this agreement will supersede any conflicting terms in any counterpart, exhibit or attachment. No modification, amendment, or waiver of any provision of this agreement will be effective unless in writing and signed by both parties. Notice is by writing sent certified mail.
- Authority to Execute:** The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of the Contractor and to bind the Contractor to each and every, condition and covenant of the Contract Documents.

SIGNATURES:

CONTRACTOR

  
 \_\_\_\_\_  
 Service Provider Signature

**Alec D Hoffner**  
 \_\_\_\_\_  
 Type or Print Name

**E Co Consultants Inc.**  
 \_\_\_\_\_  
 Business/Company Name

**1523 8th Ave West Suite B**  
 \_\_\_\_\_  
 Address

**Palmetto, FL 34221**  
 \_\_\_\_\_  
 City, State, Zip

**March 3, 2016**  
 \_\_\_\_\_  
 Date

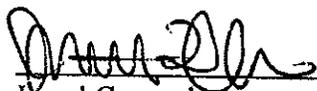
**President**  
 \_\_\_\_\_  
 Title

**941-722-0901**  
 \_\_\_\_\_  
 Phone

**941-722-4931**  
 \_\_\_\_\_  
 Fax

**ahoffner@ecoconsultants.net**  
 \_\_\_\_\_  
 Email

MANATEE COUNTY SCHOOL DISTRICT

  
 \_\_\_\_\_  
 Legal Counsel

**3-18-11**  
 \_\_\_\_\_  
 Date

Contract Award Agreement Continued

Bid/RFP Title, MCSD No. Aquatic Control Services, MCSD No 16-01072-MR

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

4-14-16

*Karen Carpenter*  
\_\_\_\_\_  
Board Chair

\_\_\_\_\_  
Date

4-14-16