

PURCHASE ORDER

**Tern Bay Community
Development District**

P.O. NO. 25-0004

DATE May 22, 2025

REF N/A

VENDOR Kisinger Campo & Associates
201 North Franklin Street, Suite 400
Tampa, Florida 33602
(813) 871-5135
JDeYoung@kcaeng.com

SHIP TO James Ward
Tern Bay CDD
2301 NE 37th Street
Fort Lauderdale, FL 33308
954-658-4900
jimward@jpwardassociates.com

Services	Payment Term
Heritage Landings, 14707 Tern Bay Blvd., Punta Gorda, FL 33955 - Bridge Inspection Services	Upon Completion

ITEM #	DESCRIPTION	Estimated Quantities	LINE TOTAL
1	<p>Routine Inspections (4):</p> <p>The PROFESSIONAL will conduct a structural inspection, evaluate existing conditions, and develop a bridge inspection report that includes data collected. The bridge inspection report shall include, but not be limited to, the following:</p> <ul style="list-style-type: none"> -Cover sheet with requested bridge related information and a bridge location map. -Report signed by the Lead Inspector & Reviewing Bridge Inspection Supervisor and signed and sealed by a Registered Professional Engineer in Florida. -Overall Condition Rating of each Nation Bridge Inventory (NBI) Item -Element Inspection Notes providing all deficiencies identified on each structure, along with photos of defects needing repair and/or causing lower ratings. -Complete inventory photos of all structures. <p>The field inspection will be performed by a two (2) person inspection team consisting of a team leader and an inspection technician. The team leader will be a State of Florida Certified Bridge Inspector (CBI). The bridge inspection work will be conducted in accordance with the Florida Department of Transportation's (FDOT) Manual for Bridge and Other Structures Inspection and Reporting Procedures.</p> <p>A visual inspection of noted components of the structures will be performed. Components that cannot be examined because of debris, vegetation, etc. will be cleaned by the inspection team. If excessive efforts are required to clean the structure to make it accessible for inspection, the team leader will notify the OWNER to have the structures cleaned by OWNER forces.</p>	4	\$13,250.00

Observed deficiencies will be documented. Standard Condition State language, provided in the FDOT Bridge Inspectors Field Guide, will be used in lieu of generic terms such as narrow, fine, etc. All measurements will be provided in English units. Immediate verbal notification to the OWNER will occur when deficiencies observed are sufficiently critical to warrant traffic restriction or closing of the structures. Written notice will be provided, following the verbal notification, within 24 hours.

If applicable, channel measurements will be taken along the upstream and downstream ends of the culverts and bridges within the waterway area. The channel bottom profiles will be included in the inspection report. Due to no plans being available, the bridge inspection team will collect all needed field documentation to complete the Load Rating.

SUBTOTAL	\$13,250.00
FREIGHT	Included
TOTAL	\$13,250.00

THE PURCHASE ORDER SUBJECT TO THE TERMS AND CONDITIONS ATTACHED HERE TO AND MADE A PART HEREOF.

SALES TAX EXEMPT NUMBER: 85-8013228253C-7

Richard Freeman 5/22/2025
 Authorized by Date

**COMMUNITY DEVELOPMENT DISTRICT
PURCHASE ORDER -TERMS AND CONDITIONS
EXHIBIT A**

- 1. Offer:** This offer is subject to cancellation by the DISTRICT without notice if not accepted by VENDOR within fourteen (14) days of issuance.
- 2. Acceptance and Confirmation:** This Purchase Order (including all documents attached to or referenced herein) constitutes the entire agreement between the parties, unless otherwise specifically noted by the DISTRICT on the face of this Purchase Order. Each delivery of goods and/or services received by the DISTRICT from VENDOR shall be deemed to be upon the terms and conditions contained in this Purchase Order.

No additional terms may be added, and Purchase Order may not be changed except by written instrument executed by the DISTRICT. VENDOR is deemed to be on notice that the DISTRICT objects to any additional or different terms and conditions contained in any acknowledgment, invoice, or other communication from VENDOR, notwithstanding the DISTRICT'S acceptance or payment for any delivery of goods and/or services, or any similar act by VENDOR.

- 3. Inspection:** All goods and/or services delivered hereunder shall be received subject to the DISTRICT'S inspection and approval and payment therefore shall not constitute acceptance. All payments are subject to adjustment for shortage or rejection. All defective or nonconforming goods will be returned pursuant to VENDOR'S instruction at VENDOR'S expense.

To the extent that a purchase order requires a series of performances by VENDOR, the DISTRICT prospectively reserves the right to cancel the entire remainder of the Purchase Order if goods and/or services provided early in the term of the Purchase Order are in non-conforming or otherwise rejected by the DISTRICT.

4. Shipping and Invoices:

- a)** All goods are FOB destination and must be suitably packed and prepared to secure the lowest transportation rates and to comply with all carrier regulations. Risk of loss of any goods sold hereunder shall transfer to the DISTRICT at the time and place of delivery, provided that risk of loss prior to actual receipt of the goods by the DISTRICT nonetheless remain with VENDOR.
- b)** No charges will be paid by the DISTRICT for packing, crating or cartage unless otherwise specifically stated in this Purchase Order. Unless otherwise provided in Purchase Order, no invoices shall be issued, nor payments made prior to delivery. Unless freight and other charges are itemized, any discount will be taken on the full amount of invoice.
- c)** All shipments of goods scheduled on the same day via the Se me route must be consolidated. Each shipping container must be consecutively numbered and marked to show this Purchase Order number. The container and Purchase Order numbers must be indicated on bill of lading. Packing slips must show Purchase Order number and must be included on each package of less than container load (LCL) shipments and/or with each carload of equipment. The DISTRICT reserves the right to refuse or return any shipment or equipment at VENDOR'S expense that is not marked with Purchase Order numbers. VENDOR agrees to declare to the carrier the value of any shipment made under this Purchase Order and the full invoice value of such shipment.

**COMMUNITY DEVELOPMENT DISTRICT
PURCHASE ORDER -TERMS AND CONDITIONS
EXHIBIT A**

d) All invoices must contain the Purchase Order number and any other specific information as identified on the Purchase Order. Discounts of prompt payment will be computed from the date of receipt of goods or from date of receipt of invoices, whichever is later. Payment will be made upon receipt of a proper invoice and in compliance with Chapter 218, Fla. Stats., otherwise known as the "Local Government Prompt Payment Act," and, pursuant to the Board of DISTRICT Commissioners Purchasing Policy.

5. Time Is of the Essence: Time for delivery of goods or performance of services under this Purchase Order is of the essence. Failure of VENDOR to meet delivery schedules or deliver within a reasonable time, as interpreted by the DISTRICT alone, shall entitle the DISTRICT to seek all remedies available to it at law or in equity. VENDOR agrees to reimburse the DISTRICT for any expenses incurred in enforcing its rights. VENDOR further agrees that undiscovered delivery of nonconforming goods and/or services is not a waiver of the DISTRICT'S right to insist upon further compliance with all specifications.

6. Changes: The DISTRICT may at any time and by written notice make changes to drawings and specifications, shipping instructions, quantities, and delivery schedules within the general scope of this Purchase Order. Should any such change increase or decrease the cost of, or the time required for performance of the Purchase Order, an equitable adjustment in the price and/or delivery schedule will be negotiated by the DISTRICT and VENDOR. Notwithstanding the foregoing, VENDOR has an affirmative obligation to give notice if the changes will decrease costs. Any claims for adjustment by VENDOR must be made within thirty (30) days from the date the change is ordered or within such additional period of time as may be agreed upon by the parties.

7. Warranties: VENDOR expressly warrants that the goods and/or services covered by this Purchase Order will conform to the specifications, drawings, samples, or other descriptions furnished or specified by the DISTRICT, and will be of satisfactory material and quality production, free from defects and sufficient for the purpose intended. Goods shall be delivered free from any security interest or other lien, encumbrance or claim of any third party. These warranties shall survive inspection, acceptance, passage of title and payment by the DISTRICT.

8. Statutory Conformity: Goods and services provided pursuant to this Purchase Order, and their production and transportation shall conform to all applicable laws, including but not limited to the Occupational Health and Safety Act, the Federal Transportation act and the Fair Labor Standards Act, as well as any law or regulation noted on the face of the Purchase Order.

9. Advertising: No VENDOR providing goods and services to the DISTRICT shall advertise the fact that it has contracted with the DISTRICT for goods and/or services, or appropriate or make use of the DISTRICT'S name or other identifying marks or property without the prior written consent of the DISTRICT'S Purchasing Department.

10. Indemnification: VENDOR shall indemnify and hold harmless the DISTRICT from any and all claims, including claims of negligence, costs and expenses, including but not limited to attorneys' fees, arising from, caused by or related to the injury or death of any person (including but not limited to

**COMMUNITY DEVELOPMENT DISTRICT
PURCHASE ORDER -TERMS AND CONDITIONS
EXHIBIT A**

employees and agents of VENDOR in the performance of their duties or otherwise), or damage to property (including property of the DISTRICT or other persons), which arise out of or are incident to the goods and/or services to be provided hereunder.

11. Warranty of Non-Infringement

a) VENDOR represents and warrants that all goods sold, or services performed under this Purchase Order are: a) in compliance with applicable laws; b) do not infringe any patent, trademark, copyright or trade secret; and c) do not constitute unfair competition.

b) VENDOR shall indemnify and hold harmless the DISTRICT from and against any and all claims, including claims of negligence, costs and expense, including but not limited to attorneys' fees, which arise from any claim, suit or proceeding alleging that the DISTRICT'S use of the goods and/or services provided under this Purchase Order are inconsistent with VENDOR'S representations and warranties in section 11 (a).

c) If any claim which arises from VENDOR'S breach of section 11 (a) has occurred, or is likely to occur, VENDOR may, at the DISTRICT'S option, procure for the DISTRICT the right to continue using the goods or services, or replace or modify the goods or services so that they become non-infringing, (without any material degradation in performance, quality, functionality or t:dditional cost to the DISTRICT).

12. Insurance Requirements: The VENDOR, at its sole expense, shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Purchase Order. Providing and maintaining adequate insurance coverage is a material obligation of the VENDOR. All insurance policies shall be executed through insurers authorized or eligible to write policies in the State of Florida.

13. Compliance with Laws In fulfilling the terms of this Purchase Order: VENDOR agrees that it will comply with all federal, state, and local laws, rules, codes, and Ordinances that are applicable to the conduct of its business. By way of non-exhaustive example, this shall include the American with Disabilities Act and all prohibitions against discrimination on the basis of race, religion, sex creed, national origin, handicap, marital status, or veterans status. Further, VENDOR acknowledges and without exception or stipulation shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the awarded firm(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and He DISTRICT shall have the discretion to unilaterally terminate said agreement immediately. Any breach of this provision may be regarded by the DISTRICT as a material and substantial breach of the contract arising from this Purchase Order.

14. Force Majeure: Neither the DISTRICT nor VENDOR shall be responsible for any delay or failure in performance resulting from any cause beyond their control, including, but without limitation to war, strikes, civil disturbances and acts of nature. When VENDOR has knowledge of any actual or potential force majeure or other conditions which will delay or threatens to delay timely performance of this Purchase Order, VENDOR shall immediately give notice thereof, including all relevant information with

**COMMUNITY DEVELOPMENT DISTRICT
PURCHASE ORDER -TERMS AND CONDITIONS
EXHIBIT A**

respects to what steps VENDOR is taking to complete delivery of the goods and/or services to the DISTRICT.

15. Assignment: VENDOR may not assign this Purchase Order, nor any money due or to become due without the prior written consent of the DISTRICT. Any assignment made without such consent shall be deemed void.

16. Taxes: Goods and services procured subject to this Purchase Order are exempt from Florida sales and use tax on real property, transient rental property rented, tangible personal purchased or rented, or services purchased (Florida Statutes, Chapter 212), and from federal excise tax.

17. Annual Appropriations: The DISTRICT'S performance and obligation to pay under this Purchase Order shall be contingent upon an annual appropriation of funds.

18. Termination: This Purchase Order may be terminated at any time by the DISTRICT upon 30 days prior written notice to the VENDOR. This Purchase Order may be terminated immediately by the DISTRICT for breach by VENDOR of the terms and conditions of this Purchase Order, provided that DISTRICT has provided VENDOR with notice of such breach and VENDOR has failed to cure within 10 days of receipt of such notice.

19. General:

a) This Purchase Order shall be governed by the laws of the State of Florida. The venue for any action brought to specifically enforce any of the terms and condition of this Purchase Order shall be in and for Manatee County, Florida.

b) Failure of the DISTRICT to act immediately in response to a breach of this Purchase Order by VENDOR shall not constitute a waiver of breach. Waiver of the DISTRICT by any default by VENDOR hereunder shall not be deemed a waiver of any subsequent default by VENDOR.

c) All notices under this Purchase Order shall be sent to the respective addresses on the face page by certified mail, return receipt requested, by overnight courier service, or by personal delivery and will be deemed effective upon receipt. Postage, delivery, and other charges shall be paid by the sender. A party may change its address for notice by written notice complying with the requirements of this section.

d) The Vendor agrees to reimbursement of any travel expenses that may be associated with this Purchase Order in accordance with Florida Statute Chapter 112.061, Per Diem and Travel Expenses for Public Officers, employees, and authorized persons.

e) In the event of any conflict between or among the terms of any Contract Documents related to this Purchase Order, the terms of the Contract Documents shall take precedence over the terms of the Purchase Order. To the extent any terms and /or conditions of this Purchase Order duplicate or overlap the Terms and Conditions of the Contract Documents, the provisions of the Terms and/or Conditions that are most favorable to the DISTRICT and/or provide the greatest protection to the DISTRICT shall govern.

**COMMUNITY DEVELOPMENT DISTRICT
PURCHASE ORDER -TERMS AND CONDITIONS
EXHIBIT A**

APPENDIX D: MINIMUM INSURANCE REQUIREMENTS

for

Miromar Lakes Community Development District- Field Maintenance & Management Services

Type of Insurance	Minimum Amount Required
Commercial General & Contractual Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Professional Liability	\$1,000,000 per claim \$2,000,000 aggregate
Comprehensive Automobile Liability for all owned (private and others), hired and non-owned vehicles	Bodily Injury: \$1,000,000 per occurrence \$1,000,000 aggregate Property Damage: \$1,000,000 per occurrence \$1,000,000 aggregate
Workers Compensation	Employer's Liability: \$1,000,000 per occurrence

PROJECT OBJECTIVE

KCA will provide an in-depth field inspection, an evaluation of existing conditions, and the development of a bridge inspection report that includes data collected as well as recommendations for corrective action for structures detailed below.

- 1) Bridge 1: GPS 26°49'6.79"N 82° 1'34.41"W
- 2) Bridge 2: GPS 26°48'57.66"N 82° 1'46.70"W
- 3) Bridge 3: GPS 26°49'11.45"N 82° 2'2.94"W
- 4) Bridge 4: GPS 26°49'21.25"N 82° 1'49.61"W

SCOPE OF SERVICES

Specific services to be provided under this Work Authorization include the following and will be conducted for all structures noted above:

Bridge Inspection Services

The PROFESSIONAL will conduct a structural inspection, evaluate existing conditions, and develop a bridge inspection report that includes data collected. The bridge inspection report shall include, but not be limited to, the following:

- Cover sheet with requested bridge related information and a bridge location map.
- Report signed by the Lead Inspector & Reviewing Bridge Inspection Supervisor and signed and sealed by a Registered Professional Engineer in Florida.
- Overall Condition Rating of each Nation Bridge Inventory (NBI) Item
- Element Inspection Notes providing all deficiencies identified on each structure, along with photos of defects needing repair and/or causing lower ratings.
- Complete inventory photos of all structures.

The field inspection will be performed by a two (2) person inspection team consisting of a team leader and an inspection technician. The team leader will be a State of Florida Certified Bridge Inspector (CBI). The bridge inspection work will be conducted in accordance with the Florida Department of Transportation's (FDOT) Manual for Bridge and Other Structures Inspection and Reporting Procedures.

A visual inspection of noted components of the structures will be performed. Components that cannot be examined because of debris, vegetation, etc. will be cleaned by the inspection team. If excessive efforts are required to clean the structure to make it accessible for inspection, the team leader will notify the OWNER to have the structures cleaned by OWNER forces.

Observed deficiencies will be documented. Standard Condition State language, provided in the FDOT Bridge Inspectors Field Guide, will be used in lieu of generic terms such as narrow, fine, etc. All measurements will be provided in English units. Immediate verbal notification to the OWNER will occur when deficiencies observed are sufficiently critical to warrant traffic restriction or closing of the structures. Written notice will be provided, following the verbal notification, within 24 hours.

If applicable, channel measurements will be taken along the upstream and downstream ends of the culverts and bridges within the waterway area. The channel bottom profiles will be included in the inspection report.

Due to no plans being available, the bridge inspection team will collect all needed field documentation to complete the Load Rating.

Load Rating

KCA will provide load rating of the timber bridges superstructures. The proposed fee does not include a substructure load rating. If substructure members show deficiencies that could impact the capacity of the bridge, a load rating of the substructure can be carried out under a separate task.

LIMITATIONS

This scope of services is limited to those services identified above. Excluded services include:

- Underwater inspection or penetration dives.
- Non-destructive testing (NDT)
- Use of special access equipment (MOT, bucket truck, etc.)
- Rehabilitation plans or cost estimates

Additional services which are not specifically noted may be provided through negotiation between the PROFESSIONAL and the OWNER and execution over an Amendment to this Work Assignment.

SCHEDULE

The inspection will be completed within 45 days of the Notice to Proceed. Bridge report will be submitted for review no later than sixty (60) calendar days after the completion date of the field inspection. If corrections are warranted, the revised report will be submitted within (15) days after comments are received.

COMPENSATION

Compensation for the previously described services shall be the lump sum amount(s) as listed below:

Description	Lump Sum Amount
Routine Inspections (4):	\$13,250.00
Load Rating Analysis (4) (superstructure):	\$16,000.00
Total Lump Sum:	\$29,250.00