AGENDA
BRADENTON CITY COUNCIL MEETING
8:30 a.m. Wednesday, April 22, 2026
CITY HALL COUNCIL CHAMBERS - 101 OLD MAIN STREET

REVISED AGENDA

1. INVOCATION & PLEDGE

Pastor Don Sturiano with Kingdom Life Christian Church

(The City does not endorse the religious beliefs of any speaker.)

2. MEETING CALLED TO ORDER

3. PROCLAMATIONS

a) Legislative: Police Week and Peace Officers Memorial Day
Police Week and Peace Officers Memorial Day Proclamation
b) Legislative: Salvation Army Week
Salvation Army Week Proclamation

4. PRESENTATIONS

5. CITIZEN COMMENTS

Citizen comment will be accepted during the Citizen Comment portion of the meeting on any non-agenda item, agenda item, future agenda item or topic of relevance to the City. Comments will be accepted on the public hearings at the appropriate time.

6. CONSENT AGENDA

a) Administrative Services: Merit Board Findings of Fact and Determination Sustaining Disciplinary Termination Imposed by the City
Resolution 26-35
Section 8.6 City of Bradenton Employee Handbook
Section 2-164 City of Bradenton Code of Ordinances
b) Event Review Committee: BAM!Fest 2027
Application and Site Plan
c) Event Review Committee: Fire Charity Fishing Tournament and Festival
Fire Charity Fishing Tournament and Festival Application and Site Plan
d) Event Review Committee: Mattison's July 4th Parking Space Closure
Application and Site Plan

e) Finance: Resolution 26-36 - Reimbursement of Certain Costs Relating to the Acquisition, Construction, and Installation of Water and Sewer Capital Improvements
Resolution 26-36

f) Information Technology: Local Government Cybersecurity Grant Program

g) Legislative: Adopt-A-Road Litter Removal Agreement with Jose Leiva and Friends
Adopt-A-Road Litter Removal Agreement

h) Planning & Community Development: Amendment to the Land Use Restrictive Agreement (LURA) for HTG Astoria, LTD.
Amendment to the Land Use Restrictive Agreement (LURA) for HTG Astoria, LTD.
HTG Explanation Letter
LURA - Red-lined Version

i) Purchasing: Agreement for Construction Manager at Risk (CMAR) Preconstruction Services with Quality Enterprises USA, Inc. for Downtown Bradenton Water Main Improvements
Agreement with Quality Enterprises USA, Inc.

j) Purchasing: Agreements for Engineering Continuing Services - Stormwater with Applied Sciences Consulting, LLC; CHA Consulting, Inc.; EG Solutions, Inc.; HR Green, Inc.; Jacobs Engineering Group Inc.; Jones Edmunds and Associates, Inc.; Kimley-Horn and Associates, Inc.; Rummel, Klepper and Kahl LLP; Taylor Engineering, Inc.; and WSP USA Inc.
Agreement for Engineering Continuing Services - Stormwater with Applied Sciences Consulting, LLC
Agreement for Engineering Continuing Services - Stormwater with CHA Consulting, Inc.
Agreement for Engineering Continuing Services - Stormwater with EG Solutions, Inc.
Agreement for Engineering Continuing Services - Stormwater with HR Green, Inc.
Agreement for Engineering Continuing Services - Stormwater with Jacobs Engineering Group Inc
Agreement for Engineering Continuing Services - Stormwater with Jones Edmunds and Associates, Inc.
Agreement for Engineering Continuing Services - Stormwater with Kimley-Horn and Associates, Inc.
Agreement for Engineering Continuing Services - Stormwater with Rummel, Klepper and Kahl, LLP
Agreement for Engineering Continuing Services - Stormwater with Taylor Engineering, Inc.
Agreement for Engineering Continuing Services - Stormwater with WSP USA Inc.

k) Purchasing: Agreements for Professional Survey and Mapping Services with ESP Associates, Inc.; Survey and Mapping, LLC; McKim & Creed, INC.; LJA Engineering, Inc.; ZNS Engineering, LC; and George F. Young, Inc.

Agreement for Professional Survey and Mapping Services with ESP Associates, Inc.
Agreement for Professional Survey and Mapping Services with Survey and Mapping, LLC
Agreement for Professional Survey and Mapping Services with McKim and Creed, INC.
Agreement for Professional Survey and Mapping Services with LJA Engineering, Inc.
Agreement for Professional Survey and Mapping Services with ZNS Engineering, LC
Agreement for Professional Survey and Mapping Services with George F. Young, Inc.

l) Purchasing: Agreements for Continuing Engineering Services - Utilities with Carollo Engineers, Inc.; Jacobs Engineering Group, Inc.; Wade Trim, Inc.; CHA Consulting, Inc.; Kimley-Horn and Associates, Inc.; McKim and Creed, Inc.; Woodard and Curran, Inc.; Jones Edmunds and Associates, Inc.

Agreement for Continuing Engineering Services-Utilities with Carollo Engineers, Inc.
Agreement for Continuing Engineering Services-Utilities with Jacobs Engineering Group, Inc.
Agreement for Continuing Engineering Services-Utilities with Wade Trim, Inc.
Agreement for Continuing Engineering Services-Utilities with CHA Consulting, Inc.
Agreement for Continuing Engineering Services-Utilities with Kimley-Horn and Associates, Inc.
Agreement for Continuing Engineering Services-Utilities with McKim and Creed, Inc.
Agreement for Continuing Engineering Services-Utilities with Woodard and Curran, Inc.
Agreement for Continuing Engineering Services-Utilities with Jones Edmunds and Associates, Inc.

m) Purchasing: Second Extension of the Contract between The City of Bradenton and Bradenton Area Economic Development Corporation

Second Extension of the Contract with Bradenton Economic Development Corporation

7. BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

a) Administrative Services: Community Development Block Grant (CDBG) 2026-2027 Proposed Use of Funds - PUBLIC HEARING

2026-27 CDBG Funding Recommendations

b) Legal: ORDINANCE 4075 - SECOND READING AND PUBLIC HEARING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING PART 1, CHARTER AND RELATED LAWS, SUBPART B, RELATED LAWS, ARTICLE III, FIREFIGHTERS' RETIREMENT SYSTEM, OF THE CITY OF BRADENTON, FLORIDA; AMENDING SECTION 1, DEFINITIONS, TO EXCLUDE CONTRACTED SPECIAL DETAILS FROM THE DEFINITION OF SALARY; AMENDING SECTION 5 (1), CONTRIBUTIONS, TO LOWER THE EMPLOYEE CONTRIBUTION TO 9% EFFECTIVE UPON RATIFICATION, TO 8% EFFECTIVE OCTOBER 1, 2026 AND TO 7% EFFECTIVE OCTOBER 1, 2027; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEAL OF ORDINANCES OR RESOLUTIONS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.
Ordinance 4075
Actuarial Impact Statement
Business Impact Estimate

c) City Administration: ORDINANCE 4076 - SECOND READING AND PUBLIC HEARING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, RELATING TO THE PROVISION OF SERVICES, FACILITIES, PROGRAMS, AND LOCAL IMPROVEMENTS WITHIN THE CITY OF BRADENTON, FLORIDA; ADOPTING CHAPTER 75 OF THE CITY OF BRADENTON CODE OF ORDINANCES ENTITLED "MASTER CAPITAL PROJECT AND SERVICE ASSESSMENTS"; AUTHORIZING THE IMPOSITION AND COLLECTION OF SPECIAL ASSESSMENTS AGAINST PROPERTY WITHIN THE CITY OF BRADENTON; PROVIDING CERTAIN DEFINITIONS AND DEFINING THE TERMS "ASSESSMENT," "SERVICE ASSESSMENT," AND "CAPITAL ASSESSMENT"; PROVIDING FOR THE CREATION OF ASSESSMENT AREAS; ESTABLISHING THE PROCEDURES FOR IMPOSING CAPITAL AND SERVICE ASSESSMENTS; ESTABLISHING PROCEDURES FOR NOTICE AND ADOPTION OF ASSESSMENT ROLLS; PROVIDING THAT ASSESSMENTS CONSTITUTE A LIEN ON ASSESSED PROPERTY UPON ADOPTION OF THE ASSESSMENT ROLL; PROVIDING THAT THE LIEN FOR AN ASSESSMENT COLLECTED PURSUANT TO SECTIONS 197.3632 AND 197.3635, FLORIDA STATUTES, UPON PERFECTION SHALL ATTACH TO THE PROPERTY ON THE PRIOR JANUARY 1, THE LIEN DATE FOR AD VALOREM TAXES; PROVIDING THAT A PERFECTED LIEN SHALL BE EQUAL IN RANK AND DIGNITY WITH THE LIENS OF ALL STATE, CITY, DISTRICT, OR MUNICIPAL TAXES AND ASSESSMENTS AND SUPERIOR IN DIGNITY TO ALL OTHER PRIOR LIENS, MORTGAGES, TITLES, AND CLAIMS; AUTHORIZING EXEMPTIONS; PROVIDING PROCEDURES FOR COLLECTION OF ASSESSMENTS; PROVIDING A MECHANISM FOR THE IMPOSITION OF ASSESSMENTS ON GOVERNMENT PROPERTY; PROVIDING FOR ISSUANCE OF OBLIGATIONS; DECLARING THE PROVISIONS OF THIS ORDINANCE TO BE SUPPLEMENTAL, ADDITIONAL, AND AN ALTERNATIVE METHOD; PROVIDING FOR APPLICABILITY AND SEVERABILITY; PROVIDING FOR CONFLICTS AND CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

Ordinance 4076

Business Impact Estimate

8. NEW BUSINESS BY DEPARTMENT HEADS, CITY ATTORNEY AND COUNCIL

a) City Administration: Non-Binding Letter Agreement for G.T. Bray Park between City of Bradenton and Manatee County
Non-Binding Letter of Agreement for G.T. Bray Park

b) City Administration: Third Note Modification Agreement with Florida Cultural Group, Inc.
Third Note Modification Agreement

c) City Administration: City Park / Pittsburgh Pirates Memorandum of Understanding (MOU)

9. UNFINISHED BUSINESS

10. COUNCIL REPORTS

11. DEPARTMENT HEAD REPORTS

12. ADJOURN

RULES OF PROCEDURE FOR AGENDA AND PUBLIC APPEARANCES BEFORE CITY COUNCIL

Please place all cell phones on silent!

PRIOR TO COUNCIL MEETING: Appointments on the agenda, all items from Department Directors and other interested parties must be submitted before 12:00 p.m. on the Wednesday preceding the Council meeting. Anyone wishing to be placed on the agenda must contact Tamara Melton, City Clerk, at City Hall by phone 941-932-9463 or email: tamara.melton@bradentonfl.gov and give their name, business name (if applicable), whether they are resident taxpayers of the City and their business before Council. Appearances before Council will be authorized by the Mayor or Councilperson in charge of the meeting. NOTE: The Mayor may ask a city department to look into an issue prior to the meeting to see if the issue can be resolved. If the Mayor or Councilperson in charge of the meeting feels the request is justified, they will instruct the City Clerk as to its placement on the agenda.

Non-Discrimination Statement: The City of Bradenton prohibits discrimination in all of its services, programs or activities on the basis of race, color, age, disability,

sex, national origin, religion, genetic information or marital status. Persons with a disability needing a reasonable accommodation to participate in, or who require assistance or an alternative means for communication of program information such as Braille, large print, etc., should contact as soon as possible, but at least 48 hours in advance:

City of Bradenton
ADA/Title VI Coordinator
101 Old Main Street
Bradenton, FL 34205
ADACoordinator@cityofbradenton.com
941-932-9400
TTY: 7-1-1 or 1-800-955-8771

La ciudad de Bradenton proveera servicio de interprete a las personas quienes su primer lenguage no es el ingles. Si necesita estos servicios, usted o su representante puede comunicar al ADA/Title VI Coordinator, 101 Old Main Street, Bradenton, FL 34205. Tambien puede llamar al (941) 932-9470 o enviar correo electronico a ADACoordinator@cityofbradenton.com

AT COUNCIL MEETING:

Citizen comment will be accepted during the Citizen Comment portion of the meeting on any non-agenda item, agenda item, future agenda item or topic of relevance to the City. Citizen comment related to any public hearing item shall be provided during the duly noticed public hearing in order to maintain an accurate record of the proceedings. All citizen comments related to quasi-judicial items are required to be under oath and such comments will be invited to be presented during the duly noticed public hearing for such items.

If an individual (or agent) wishes to address the City Council, they should complete a comment card available at the back of the Chamber and submit such card to the City Clerk.

At the appropriate time during the meeting, the Mayor will call speakers to come forward. After being recognized by the Mayor, the individual should come to the podium and, for the public record, state their name and address, and then provide any relevant comments or testimony related to the item they wish to address. In the case of an agent, they shall identify themselves and the party they represent. The speaker should then proceed to state their position or present their information.

An individual appearance for citizen comment will be limited to three (3) minutes unless additional time is permitted by the Mayor or consensus of the Council. Additional time will be allowed (up to 10 minutes at the discretion of the Mayor or consensus of the Council) for public hearing items if the speaker is officially

representing a group of five or more people, provided that written authorization is provided that the person is authorized to speak on behalf of the group.

Note: If handouts are being distributed, please provide a minimum of ten (10) copies to the City Clerk. If you wish to display a drawing or rendering, contact Tamara Melton, as indicated above, prior to the meeting. Any submissions commented on, photographs, letters, renderings, etc. will be kept by the City Clerk for the official record.

PURSUANT TO FLORIDA STATUTE 286.0105: If an individual decides to appeal any decision made by the board, council, agency, or commission at this meeting, such individual will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

PLEDGE OF PUBLIC CONDUCT We, the Mayor, City Council and Employees of the City of Bradenton, agree to: *Establish a process to promote positive interaction among ourselves and the citizens of Bradenton in a positive and non-threatening environment. *Encourage visible, involved and active participation among all. *Promote improved communication through active listening, providing feedback and honest expression of ideas. *Utilize consensus for decision making. *We realize that though we may disagree, we will be respectful of each other. *We will direct all comments to the issues and will avoid personal attacks.

AGENDA ITEM NO. 3.a

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: April 22, 2026

SUBMITTED BY: Kelly Thomas, Legislative

ITEM TYPE: Proclamation

AGENDA SECTION: PROCLAMATIONS

SUBJECT: Police Week and Peace Officers Memorial Day

SUGGESTED ACTION: N/A

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
N/A

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
N/A

ATTACHMENTS:
Police Week and Peace Officers Memorial Day Proclamation

City of Bradenton
Office of the Mayor

Proclamation

By virtue of the authority vested in me as Mayor of the City of Bradenton, I do hereby issue this proclamation honoring

Police Week
May 10-16, 2026
and
Peace Officers Memorial Day
May 15, 2026

Whereas, the Congress and President of the United States have designated May 15th as ***Peace Officers Memorial Day***, and the week in which it falls as ***Police Week***; and

Whereas, the members of Florida law enforcement agencies play an essential role in safeguarding the rights and freedoms of our citizens; and

Whereas, it is essential that all Florida citizens know and understand the problems, duties and responsibilities of their police department, and that members of our police department recognize their unwavering commitment to serve the people by safeguarding life and property, by protecting them against violence or disorder, and by protecting the innocent against deception and the weak against oppression or intimidation; and

Whereas, it is appropriate to commemorate police officers, past and present, who have dedicated their service to their communities and demonstrated utmost courage in preserving the rights and security of all citizens; and

Whereas, on May 15th, we honor all Peace Officers who, through their courageous deeds, have lost their lives or have become disabled in the performance of duty.

Now, Therefore Be It Resolved that, I, Gene Brown, as Mayor of the City of Bradenton, Florida, do hereby proclaim May 15, 2026, as ***Peace Officers Memorial Day*** and May 10-16, 2026, as ***Police Week*** and encourage all citizens to participate in activities honoring our police and peace officers.

Gene Brown
Mayor
April 22, 2026

AGENDA ITEM NO. 3.b

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: April 22, 2026

SUBMITTED BY: Kelly Thomas, Legislative

ITEM TYPE: Proclamation

AGENDA SECTION: PROCLAMATIONS

SUBJECT: Salvation Army Week

SUGGESTED ACTION: N/A

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
N/A

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
N/A

ATTACHMENTS:
Salvation Army Week Proclamation

City of Bradenton
Office of the Mayor

Proclamation

By virtue of the authority vested in me as Mayor of the City of Bradenton, I do hereby issue this proclamation honoring

Salvation Army Week
May 11-16, 2026

Whereas, for more than 103 years, The Salvation Army has faithfully walked alongside the people of Bradenton – serving not just physical needs, but restoring hope, dignity and spiritual strength to individuals and families in their most difficult moments; and

Whereas, The Salvation Army stands on the front lines wherever the need is greatest, responding in times of crisis and uncertainty to those facing homelessness, hunger, addiction, and emotional or spiritual hardship, ensuring that no one in our community must struggle alone; and

Whereas, The Salvation Army calls upon the citizens of Bradenton to "Continue to Answer the Call with Faith and Love" – to step forward with compassion, generosity, and purpose to help us expand life-changing programs that meet urgent needs and create lasting impact in our community; and

Whereas, Salvation Army Week provides a meaningful opportunity to recognize and celebrate the power of philanthropy, volunteerism, and community partnership that continues to strengthen the City of Bradenton and uplift our most vulnerable neighbors; and

Whereas, the week serves as a powerful reminder that each of us has a role to play – and that through giving our time, resources, and hearts, we can come together to bring hope, healing and transformation to those who need it most during these most challenging times.

Now, Therefore Be It Resolved that, I, Gene Brown, as Mayor of the City of Bradenton, Florida, do hereby proclaim **May 11-16, 2026**, as ***Salvation Army Week*** in Bradenton, and urge all citizens to give back to the community in any way that is personally meaningful.

Gene Brown
Mayor
April 22, 2026

AGENDA ITEM NO. 6.a

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: April 22, 2026

SUBMITTED BY: Nilsa Taylor, Administrative Services

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Merit Board Findings of Fact and Determination Sustaining Disciplinary Termination Imposed by the City

SUGGESTED ACTION: Approve request to uphold the disciplinary termination of Jatazious Wright imposed by the City and adopt the Findings of Fact and Recommendation of the Merit Board.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:

The City of Bradenton has a Merit Board which hears requests from any employee of the City in respect to dismissal, demotion or suspension. Per Section 2-164 of the City Code of Ordinances, the Merit Board has the power to examine witnesses and shall make a written statement of the facts of each appeal and its findings and recommendation to City Council for such action as Council, in its judgement determine proper. The Merit Board, having considered the facts, testimony and evidence presented by both parties, recommended to uphold the disciplinary termination of Jatazious Wright imposed by the City. The City desires to adopt this resolution and sustain the Merit Board's determination to uphold the termination.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by City Attorney, Scott Rudacille and Labor Attorney Greg Hearing.

SUGGESTED MOTION:
Move to sustain the disciplinary termination of Jatazious Wright imposed by the City and adopt the Findings of Fact and recommendation of the Merit Board.

ATTACHMENTS:
Resolution 26-35
Section 8.6 City of Bradenton Employee Handbook
Section 2-164 City of Bradenton Code of Ordinances

RESOLUTION NUMBER 26-35

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, SUSTAINING DISCIPLINARY TERMINATION IMPOSED BY THE CITY; ADOPTING THE FINDINGS OF FACT AND DETERMINATION OF THE MERIT BOARD TO UPHOLD THE TERMINATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Bradenton has a Merit Board which hears requests from any employee of the City in respect to dismissal, demotion or suspension; AND

WHEREAS, per Section 2-164 of the City Code of Ordinances, the Merit Board has the power to examine witnesses and shall make a written statement of the facts of each appeal and its findings and recommendation to City Council for such action as Council, in its judgement determine proper; AND

WHEREAS, the Merit Board, having considered the facts, testimony and evidence presented by both parties, recommended to uphold the disciplinary termination of Jatazious Wright imposed by the City; AND

WHEREAS, the City desires to adopt this resolution and sustain the Merit Board's determination to uphold the termination.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA:

1. The City Council hereby sustains the disciplinary termination of Jatazious Wright imposed by the City and adopts the Findings of Fact and Recommendation of the Merit Board which is attached to this Resolution.
2. The decision of the City Council is final and shall fully resolve employee's appeal of termination;
3. This Resolution shall take effect immediately upon its adoption.

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 22nd DAY OF APRIL 2026.

ATTEST:

_____
Tamara Melton
CITY CLERK

_____
Gene Brown
MAYOR

APPROVED AS TO FORM:

_____
Scott Rudacille
CITY ATTORNEY

5550590v1

BEFORE THE MERIT BOARD
OF THE CITY OF BRADENTON

JATAZIOUS WRIGHT,

Former employee,

Merit Board Hearing
on April 2, 2026

vs.

The City of Bradenton City Council Chambers

THE CITY OF BRADENTON,

Employer.
_____/

MERIT BOARD FINDINGS OF FACT AND DETERMINATION
UPHOLDING THE TERMINATION OF JATAZIOUS WRIGHT

THIS CAUSE came before the City of Bradenton Merit Board on April 2, 2026, on former employee JATAZIOUS WRIGHT's ("Mr. Wright") appeal pursuant to the City of Bradenton's Employee Handbook, Section 8 – Grievance and Merit Board Procedures, in which Mr. Wright appealed the CITY OF BRADENTON's (the "City") termination of his employment for violating Section 7.8 of the City of Bradenton's Employee Handbook Code of Conduct.

FINDINGS OF FACT

1. The City hired Mr. Wright as a Maintenance Worker in Landscape and Grounds on December 10, 2019.

2. Mr. Wright walked off the job and verbally quit on January 3, 2022.

3. The City rehired Mr. Wright as a Maintenance Worker in Landscape and Grounds on September 5, 2023.

4. On April 28, 2025, Mr. Wright transferred to the Sanitation Department as a Solid Waste Worker.

5. On January 29, 2026, at approximately 6 a.m., Mr. Wright struck another City employee, Kelvet Fuller, in the presence of Solid Waste leadership, including Sanitation Supervisor Corbett Matthews and Solid Waste Account Representative Juan Colon.

6. There is a factual dispute as to who touched who first. However, there is no factual dispute that Mr. Wright struck Mr. Fuller on the arm in an aggressive manner with enough force to turn Mr. Fuller's body.

7. Mr. Matthews and Mr. Colon immediately intervened and separated Mr. Wright from Mr. Fuller.

8. Mr. Wright's actions violated the City's Code of Conduct and affected his relationship with his fellow workers.

9. Mr. Fuller and the two eyewitnesses prepared written statements immediately after the January 29, 2026, incident and provided them to James Mora, Solid Waste Manager.

10. Mr. Mora communicated with Human Resources and Risk Manager Shemeka Standifer and recommended Mr. Wright's termination for his actions on January 29, 2026. Dismissal is the penalty for a first offense of immoral, unlawful, or improper conduct or indecency, either on or off the job, which would tend to affect the employee's relationship to his job, his fellow workers, his reputation, or goodwill in the community.

11. On the afternoon of January 29, 2026, Ms. Standifer prepared a Notice of Termination charging Mr. Wright under the City of Bradenton's Employee Handbook, Section 7.8 – Code of Conduct for violating the Group III Offense of immoral, unlawful, or improper conduct or indecency, either on or off the job, which would tend to affect the employee's relationship to his job, his fellow workers, his reputation, or goodwill in the community. The Notice of Termination also served to notify Mr. Wright of his right to appeal his termination.

12. Mr. Wright appealed his termination pursuant to Employee Handbook Section 8 – Grievance and Merit Board Procedures, subsection 8.6 – Merit Board Proceedings.

13. On April 2, 2026, the City of Bradenton Merit Board conducted a hearing regarding Mr. Wright's appeal of his termination. Each party was provided the opportunity to present testimonial and documentary evidence and to be fully heard before the Merit Board. The City presented its case by calling several witnesses and entering documentary evidence in the record. Mr. Wright cross-examined the City's witnesses and presented his case through his own testimony. The Merit Board deliberated in the open and considered the testimonial and documentary evidence presented by the parties and reached the following Determination.

DETERMINATION

The Merit Board, having considered the totality of the testimonial and documentary evidence presented by the parties, HEREBY SUSTAINS the disciplinary termination imposed by the City. The Merit Board's Determination is final and fully resolves Mr. Wright's appeal of his termination. Accordingly, the Merit Board recommends that the City of Bradenton City Council sustain the Merit Board's Determination.

RECOMMENDATION ENTERED in the City of Bradenton, Manatee County, Florida, this 2nd day of April, 2026.

Merit Board Member Gene Gallo

Merit Board Member Jack Hawkins

Merit Board Member Chad Choate

Copies furnished to:
Jatazious Wright
Nilsa Taylor, Director of Administrative Services
Scott Rudacille, City Attorney
Gregory A. Hearing, Esq.

Section 8.6 of the City of Bradenton Employee Handbook:

8.6 Merit Board Proceedings

Career Service employees receiving disciplinary action may utilize the Merit System Personnel Board to appeal such action to the extent permitted by these Rules and Regulations. In the event the employee wishes to have their appeal go before the "Merit Board," the following procedures will apply.

The employee will file a written notice of appeal with the Human Resources Director, no later than ten (10) business days after the receiving notice of the disciplinary action they wish to appeal. Upon receiving this request, the Human Resources Director will schedule a hearing before the Merit Board. The date will be scheduled based on the availability of all the individuals involved (i.e. attorneys, Merit Board members, the appealing employee) and based on the availability of space.

The Merit Board shall be charged with hearing evidence relevant to the specific violation(s) outlined in the written disciplinary notice. The proceedings shall be as informal as is compatible with the requirements of justice. The hearing shall be public, and the employee bringing such an appeal shall have the right to appear and to be heard in person. All parties to the proceeding shall have the ability to call witnesses they consider necessary to aid in establishing facts in support of their respective positions. Employees, at their own expense, may hire counsel of their choice to represent them or may represent themselves during the Merit Board proceedings.

- **Order of Proof** - The City shall present the fact and circumstances which are claimed to support the violation and allegations which led to disciplinary action, including testimony and evidence in that regard. The appealing employee shall then have the opportunity to present their defense regarding such discipline, including testimony and evidence. The City may then offer rebuttal evidence. The Merit Board shall have the authority to call witnesses or question any witness or attorney, as it deems necessary and appropriate. The Merit Board may also hear arguments of the parties regarding the evidence presented.

- **Evidence** - The Merit Board shall have the power to subpoena, to administer oaths, require the attendance of witnesses and the production of documents, an attorney appointed through the Mayor shall represent the Department concerned. The rules of evidence shall not apply, but rather the Merit Board shall have the authority to hear such relevant information of a type as would be reasonably relied upon in making the decisions at issue.

- **Failure of Parties to Appear** - If the employee appealing fails to appear at their scheduled Merit Board hearing, the Merit Board shall hear the evidence as provided by the City and then render its decision. If the City's representatives shall fail to appear and, if no evidence can be presented in support of the violations which led to the disciplinary action at issue, the Merit Board may render a decision by default. The Merit Board may also hear the evidence offered by the employee appealing the discipline and then render a decision.

- **Resignation Before Appeal Hearing** - The resignation of an employee while an appeal of disciplinary action is pending before the Merit Board Proceedings shall not be considered a withdrawal of the appeal. The disciplinary action of termination shall constitute a waiver of any claim of entitlement of relief in the form of reinstatement or back pay from the date of resignation forward.

- **Merit Board Action** - The Merit Board shall have fourteen (14) business days from the date of the conclusion of the hearing, or as soon thereafter as practicable, in which to submit a written statement sustaining the action of the Department or reversing such action as the Merit Board shall deem proper. The Merit Board decision shall be final.

- **Compensation When Appeal Is Sustained** - Whenever an appeal to a dismissal, suspension, or demotion with reduction in compensation is sustained by the Merit Board, the Merit Board will determine the loss of compensation of the employee concerned. Where appropriate, the Merit Board may direct further evidentiary proceedings regarding this issue.
  Applicants offered a position with the City of Bradenton will be subject to background verifications including, but not limited to, education, employment, criminal history and social security number trace.

Sec. 2-164 of the City of Bradenton Code of Ordinances:

Sec. 2-164 Same - Duties. (Merit Personnel Board)

The merit personnel board shall hear review requests from any employee of the city in respect to any dismissal, demotion or suspension. Any such request for review shall be initiated within 30 days after such personnel action has been taken in respect to any employee. The board shall have the power to examine witnesses under oath and to compel their attendance for the production of evidence before it by subpoena issued in the name of the city and attested by the city clerk and treasurer. The board shall make a written statement of the facts of each appeal and its findings and recommendation, all of which shall be submitted to the city council for such action as the council, in its judgment, determine to be proper.

(Code 1971, SS 2-125)

AGENDA ITEM NO. 6.b

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: April 22, 2026

SUBMITTED BY: Kelly Thomas, Event Review Committee

ITEM TYPE: Special Event

AGENDA SECTION: CONSENT AGENDA

SUBJECT: BAM!Fest 2027

SUGGESTED ACTION: The Event Review Committee recommends approval with the following stipulations: 9 Bradenton Police Department Extra Duty Officers, 1 Bradenton Police Department Extra Duty Supervisor, 12 Public Works Sanitation Staff, 1 Public Works Parks Staff, 25 Port-o-Lets and compliance of all COB Special Event Standards.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Realize Bradenton is requesting approval for their 2027 BAM!Fest to be held on April 3, 2027, at Riverwalk (multiple locations.) This will be the third year for this event. The event features art, music, food and drinks for all to enjoy. The event is requesting Friday, April 2nd for setup and Sunday, April 4th for breakdown. The event anticipates 8,000 in attendance.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve BAM!Fest 2027 event with the stipulations recommended by

staff.

ATTACHMENTS:
Application and Site Plan

SPECIAL EVENT PERMIT APPLICATION

Application Information

Organization Name: Realize Bradenton Date of Application: 3/5/26

Contact Name: Karen Corbin Contact Phone 1: [redacted]

Contact Email: [redacted] Contact Phone 2: _____

Address: 1015 Manatee Ave. W

City: Bradenton State: FL Zip: 34205

Event Information

Name of Event: BAM! Fest 2027 Event Date: 4/3/27

Purpose of Event: Art + Music Festival

Description of Event: Community event with art + music

Event Location: Riverwalk - Bridge to Bridge

If the event is to be held on the Riverwalk, please check the area(s) to be used.

- X Mosaic Amphitheater
- X Pavilion Area
- X Great Lawn
- Regatta Plaza
- X Parking Lot Areas
- X Tower Plaza
- Skate Park
- X Outdoor Living Room
- Botanical Gardens
- X Volleyball Courts
- Other (specify): _____

	Date	Day	Start Time	End Time	Anticipated Attendance
Setup	4/2/27	Friday	7:00 am	Sat. 11 am	
Event Day 1	4/3/27	Saturday	11:00 am	7:00 pm	
Event Day 2					
Event Day 3					
Break Down	4/4/27	Sunday	Sat. 7pm	Sun. 12pm	

Number of years event has been held: 2 Past Attendance: 8K

(03/2022)

Is there a fee to attend the event? Yes (No) Is the event open to the public? (Yes) No

Will any tents be used for the event? (Yes) No

Tent Size	Number of Tents	Tent Location
2 - 40x40	40 - 10x10	Riverwalk
1 - 40x60	1 - 15x15	Rossi Lot
1 - 20x20		

Note: Tents must be weighted and stakes are prohibited. Tents larger than 10'x10' require an additional permit.

Will a stage be used for the event? (Yes) (No) Tennis Courts Pavilion + Amphitheater

Will the event require electricity? (Yes) No Type of electrical power: _____

Will a generator be used? (Yes) No Size of generator: _____

Will gas equipment be used? Yes No Type of fuel source: _____

Vendor Information

Will the event offer food? (Yes) No

Where will the food be prepared? Vendors

Will cooking equipment be used? (Yes) No

Method/type of cooking equipment

Charcoal grills (Food trucks) Fryers Propane grills Warmers/Sternos

Will there be alcohol at the event? (Yes) No

Note: Alcohol will require an additional permit.

Event Entertainment

Will the event feature entertainment? (Yes) No

Will amplified sound equipment be used? (Yes) No

Will musical entertainment be used? (Yes) No

Please describe any type of entertainment and sound equipment.

Bands, DJ, Backline

Are fireworks planned? Yes (No) Note: Fireworks will require an additional permit.

Are live an mals planned to be at the event? Yes (No)

Describe any additional event activities.

Event Housekeeping

CITY SERVICES REQUESTED

Electricity Needed? (Yes) No

Solid Waste Service? (Yes) No

Contact: Electrical Department (941) 465-4923 and/or Sanitation (941) 708-6342

TEMPORARY SANITARY/PORTABLE TOILETS

Will temporary sanitary facilities be provided? (Yes) No

Please indicate how many and location on required site plan. 25 + 2 COB

Event Security

NOTICE OF PUBLIC SAFETY NOTICE FOR SECURITY AND TRAFFIC CONTROL:

Bradenton Police Department security is required when alcoholic beverages are present, when closure of a public street is necessary, when large crowds are in attendance, or in any other situation as deemed necessary by the Bradenton Police Department. The number of personnel required is determined by the Bradenton Police Department and wages are payable by applicant.

Contact Bradenton Police Department Extra-Duty Employment Coordinator, Brenda Lovett, at 941-932-9317 or Brenda.Lovett@BradentonPD.com to discuss security requirements.

Street Closure

Is street closure requested? Yes (No) Note: Please complete the Street Closure Form.

Application Review

During the application review by the Event Review Committee, additional conditions may be imposed. This permit is valid only for the time indicated on this application. In the event that the applicant fails to fulfill the requirement(s) (as set forth in the permit) or fails to obtain proper authorization to proceed, if conditions have changed, or the expected outcomes, impacts, or conditions are substantially altered, then the permit will be voided immediately by authorized city personnel.

A non-refundable application fee of $25 shall be paid at the time of application. Rental fees and damage deposits will be paid following approval of the event request.

Please return application, rental contract, and site plan to Events at City of Bradenton, 101 Old Main Street, Bradenton, FL 34205 or via email to Events@bradentonFL.gov.

Rental Contract

All event organizers must read and sign the Rental Contract before the event permit is issued.

Levels of sound, music, and noise produced at the authorized event shall adhere to the city noise ordinance. If, at any time, a City of Bradenton law enforcement officer determines that this standard has been violated, said officer shall have the authority to require the event organizer, or any agent thereof, to take all necessary and appropriate actions to prevent further violations of this standard. If the event organizer or any agent thereof fails to obey the orders of the law enforcement officer, event organizer will be required to present any future events to City Council for review prior to approval.

The event organizer has been informed that all events at Riverwalk Park, including non-musical events, must be completely closed by 10:00 p.m. If any event wishes to continue past 10:00 p.m. Special City Council approval is required.

I, Karen Corbin, applicant/event organizer for BAM! Fest (event), scheduled for (date&hours), 4/2-4/4, from 7am to 12 pm, hereby agrees to all conditions and regulations set forth in the event guide, application, and contract as adopted by City Council.

[signature] — Realize Bradenton

Signature of Applicant/Event Organizer — Organization

Karen Corbin Executive Director — 3/5/2026

Typed or Printed Name and Title — Date

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY

I, the undersigned, will indemnify, defend, and hold harmless the City of Bradenton, its agents, employees, officers, and any and all other associated, from and against any and all actions, in law or in equity, from liability or claims for damages, demands, or judgement to any person or property which may result now or in the future from the conduct of this event.

The undersigned agrees to abide by all Event Approval Standards set forth in the guide (see pages 7 to 9).

The undersigned has read and voluntarily signed the Release and Waiver of Liability and Indemnity Agreement, and further agrees that no oral representations, statements, or inducements apart from the foregoing written agreement have been made.

[signature] — Realize Bradenton

Signature of Applicant/Event Organizer — Organization

Karen Corbin Executive Director — 3/5/2026

Typed or Printed Name and Title — Date

(03/2022)

CITY OF BRADENTON
SPECIAL EVENT REQUEST
FOR TEMPORARY CLOSING OF CITY STREET(S)

Name of Requestor: Karen Corbin

Name of Organization: Realize Bradenton

Street Address: 1015 Manatee Ave W

City: Bradenton State: FL Zip: 34205

Telephone: [redacted] Email: [redacted]

Name of Event: BAM! Fest 2027

Start Date: 4/2/27 End Date: 4/4/27 Start Time: 7am End Time: 12 pm

Proposed roads to close (specific locations, include map):

Rossi parking lot only

Proposed detour route (include alternative road and map):

Additional notes and comments:

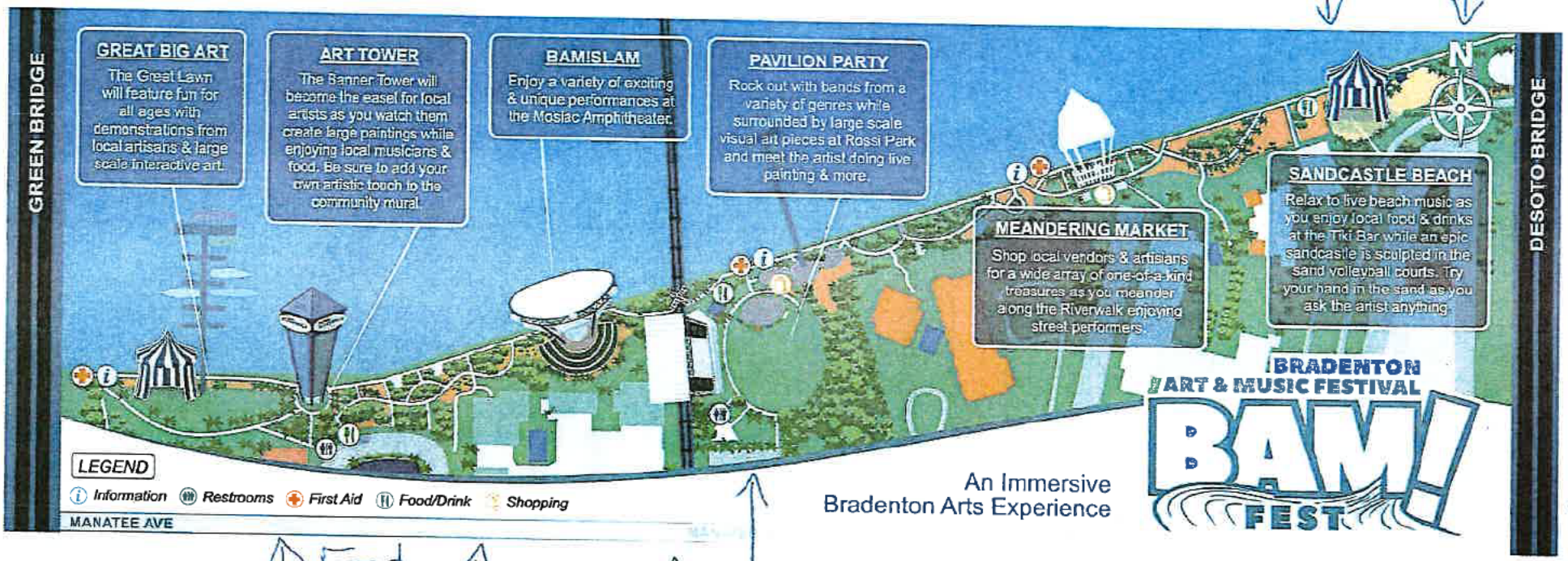
map attached

(03/2022)

2 COB
3 seats

Portolets

Food Vendors



Food Vendors

Portolets
5 + ADA

Food Vendors

Portolets
10 + 5 seat trailer
2 ADA

AGENDA ITEM NO. 6.c

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: April 22, 2026

SUBMITTED BY: Kelly Thomas, Event Review Committee

ITEM TYPE: Special Event

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Fire Charity Fishing Tournament and Festival

SUGGESTED ACTION: The Event Review Committee recommends approval with the following stipulations: 1 Bradenton Police Department Extra Duty Officer (Overnight - Thursday, Friday and Saturday), 3 BPD Extra Duty Officers (Daily - Saturday and Sunday), 3 COB Public Works Sanitation Extra Duty Staff per day, 1 COB Public Works Parks Staff daily, Day Dock security provided by event sponsor, 6 port-o-lets (2 ADA) onsite, directional signage for parking, use of the west side of Day Dock only, and compliance of all COB Special Event Standards.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Fire Charity Fishing Foundation is requesting approval to host their annual Fire Charity Fishing Tournament and Festival. It is a three-day event featuring a fishing tournament, children's fishing tournament, live music, food trucks and vendors. The event has an expectation of 2,500 attendees and will be held on the Riverwalk Great Lawn, Tower Plaza, Day Dock and Amphitheater. Upon conclusion of the event, there will be fireworks provided by Zambelli Fireworks.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the Fire Charity Fishing Tournament and Festival with the stipulations recommended by staff.

ATTACHMENTS:
Fire Charity Fishing Tournament and Festival Application and Site Plan

SPECIAL EVENT PERMIT APPLICATION

Application Information

Organization Name: FCF Foundation

Date of Application: 01/04/2026

Contact Name: Erin Alexander

Contact Phone 1: [redacted]

Contact Email: [redacted]

Contact Phone 2: _____

Address: 1255 Hagle Park Road

City: Bradenton State: FL Zip: 34212

Event Information

Name of Event: Fire Charity Fishing Tournament

Event Date: 06/11/26 - 06/14/26

Purpose of Event: Charity Fishing Tournament & Festival

Description of Event: 19th Annual Fishing Tournament & 5th Annual Festival - Friday Noon Captains meeting for Offshore, Nearshore and Paddle Divisions, 6pm Captains meeting for Inshore & Junior. Saturday Cornhole tournament and Kids Tournament off the fishing pier, with fireworks live music, vendors & food trucks

Event Location: Bradenton Riverwalk

If the event is to be held on the Riverwalk, please check the area(s) to be used.

- [X] Mosaic Amphitheater
- [X] [redacted]
- [X] Great Lawn
- [ ] Regatta Plaza
- [X] Parking Lot Areas
- [X] Tower Plaza
- [ ] Skate Park
- [ ] Outdoor Living Room
- [ ] Botanical Gardens
- [ ] Volleyball Courts
- [X] Other (specify): Day Docks not used by Ferry

Sponsor will provide Security to ensure no issues for Ferry riders.

	Date	Day	Start Time	End Time	Anticipated Attendance
Setup	06/11/2026	Thursday	8am	8pm	0
Event Day 1	06/12/2026	Friday	Noon	8pm	450 - Captains meetings
Event Day 2	06/13/2026	Saturday	8am	8pm	2500 through out the day
Event Day 3	06/14/2026	Sunday	8am	7pm	2500 through out the day
Break Down	06/15/2026	Monday	7am	10am	0

Number of years event has been held: 18

Past Attendance: 2500 Saturday & Sunday

(03/2022)

Is there a fee to attend the event? Yes No Is the event open to the public? Yes No

Will any tents be used for the event? Yes No

Tent Size	Number of Tents	Tent Location
20 x 20	3	LAWN AREA
90 x 30	2	LAWN AREA

Note: Tents must be weighted and stakes are prohibited. Tents larger than 10'x10' require an additional permit.

Will a stage be used for the event? [Yes] No

Will the event require electricity? [Yes] No Type of electrical power: REGULAR

Will a generator be used? [Yes] No Size of generator: 9500KW & 2000KW

Will gas equipment be used? Yes [No] Type of fuel source: N/A

Vendor Information

Will the event offer food? [Yes] No

Where will the food be prepared? INSIDE INDIVIDUAL FOOD TRUCKS

Will cooking equipment be used? [Yes] No

Method/type of cooking equipment

Charcoal grills [Food trucks] Fryers Propane grills Warmers/Sternos

Will there be alcohol at the event? [Yes] No

Note: Alcohol will require an additional permit.

Event Entertainment

Will the event feature entertainment? [Yes] No

Will amplified sound equipment be used? [Yes] No

Will musical entertainment be used? [Yes] No

Please describe any type of entertainment and sound equipment.

Live local bands with professional self contained PA System with Certified engineer & management provided

Are fireworks planned? [Yes] No Note: Fireworks will require an additional permit.

Are live animals planned to be at the event? Yes [No]

Describe any additional event activities.

FIreworks put on by same company that facilitates City Fireworks - Zambelli

(03/2022)

Event Housekeeping

CITY SERVICES REQUESTED

Electricity Needed? [Yes] No

Solid Waste Service? Yes [No]

Contact: Electrical Department (941) 465-4923 and/or Sanitation (941) 708-6342

TEMPORARY SANITARY/PORTABLE TOILETS

Will temporary sanitary facilities be provided? [Yes] No

Please indicate how many and location on required site plan. We will coordinate as many as necessary per city requirements.

Event Security

NOTICE OF PUBLIC SAFETY NOTICE FOR SECURITY AND TRAFFIC CONTROL:

Bradenton Police Department security is required when alcoholic beverages are present, when closure of a public street is necessary, when large crowds are in attendance, or in any other situation as deemed necessary by the Bradenton Police Department. The number of personnel required is determined by the Bradenton Police Department and wages are payable by applicant.

Contact Bradenton Police Department Extra-Duty Employment Coordinator, Brenda Lovett, at 941-932-9317 or Brenda.Lovett@BradentonPD.com to discuss security requirements.

Street Closure

Is street closure requested? Yes [No] Note: Please complete the Street Closure Form.

Application Review

During the application review by the Event Review Committee, additional conditions may be imposed. This permit is valid only for the time indicated on this application. In the event that the applicant fails to fulfill the requirement(s) (as set forth in the permit) or fails to obtain proper authorization to proceed, if conditions have changed, or the expected outcomes, impacts, or conditions are substantially altered, then the permit will be voided immediately by authorized city personnel.

A non-refundable application fee of $25 shall be paid at the time of application. Rental fees and damage deposits will be paid following approval of the event request.

Please return application, rental contract, and site plan to Events at City of Bradenton, 101 Old Main Street, Bradenton, FL 34205 or via email to Events@bradentonFL.gov.

(03/2022)

Rental Contract

All event organizers must read and sign the Rental Contract before the event permit is issued.

Levels of sound, music, and noise produced at the authorized event shall adhere to the city noise ordinance. If, at any time, a City of Bradenton law enforcement officer determines that this standard has been violated, said officer shall have the authority to require the event organizer, or any agent thereof, to take all necessary and appropriate actions to prevent further violations of this standard. If the event organizer or any agent thereof fails to obey the orders of the law enforcement officer, event organizer will be required to present any future events to City Council for review prior to approval.

The event organizer has been informed that all events at Riverwalk Park, including non-musical events, must be completely closed by 10:00 p.m. If any event wishes to continue past 10:00 p.m. Special City Council approval is required.

I, James Erik Nicholsoon, applicant/event organizer for Fire Charity (event), scheduled for (date&hours), 6/11/26 - 6/15/26, from 8am to 8pm, hereby agrees to all conditions and regulations set forth in the event guide, application, and contract as adopted by City Council.

James Erik Nicholson
Signature of Applicant/Event Organizer

FCF Foundation Inc
Organization

James Erik Nicholson
Typed or Printed Name and Title

01/04/2024
Date

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY

I, the undersigned, will indemnify, defend, and hold harmless the City of Bradenton, its agents, employees, officers, and any and all other associated, from and against any and all actions, in law or in equity, from liability or claims for damages, demands, or judgement to any person or property which may result now or in the future from the conduct of this event.

The undersigned agrees to abide by all Event Approval Standards set forth in the guide (see pages 7 to 9).

The undersigned has read and voluntarily signed the Release and Waiver of Liability and Indemnity Agreement, and further agrees that no oral representations, statements, or inducements apart from the foregoing written agreement have been made.

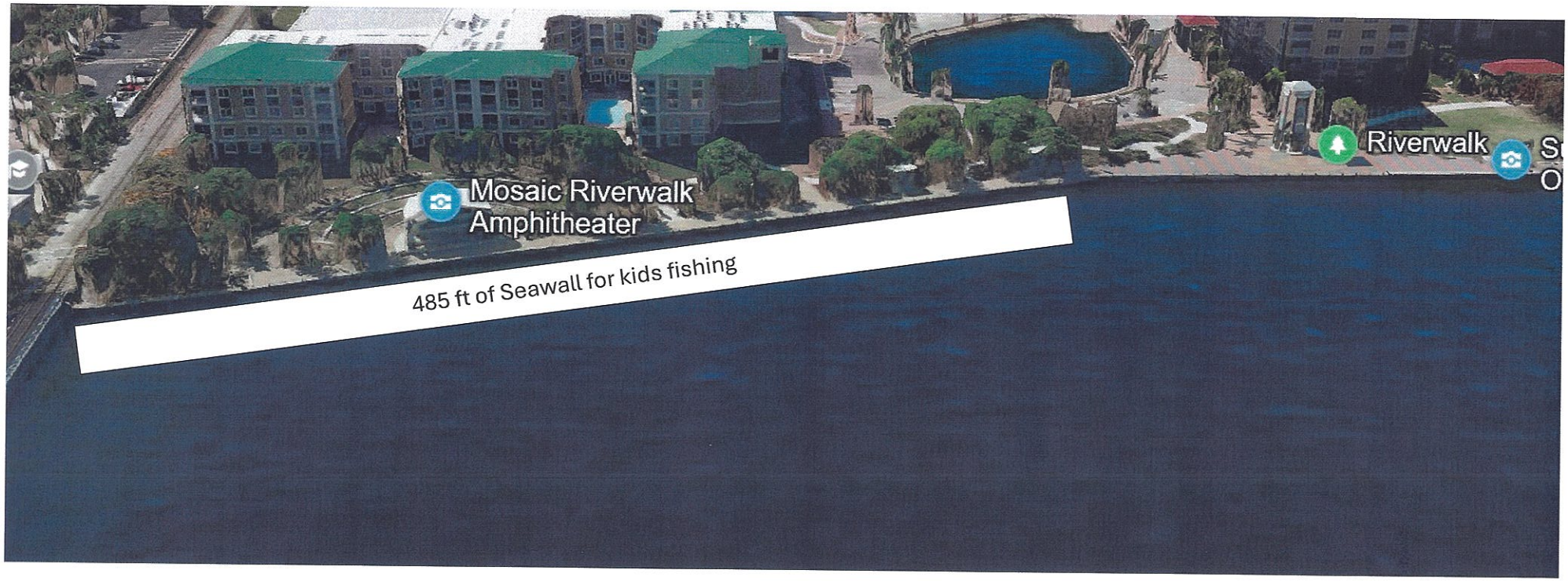
James Nicholson
Signature of Applicant/Event Organizer

FCF Foundation Inc
Organization

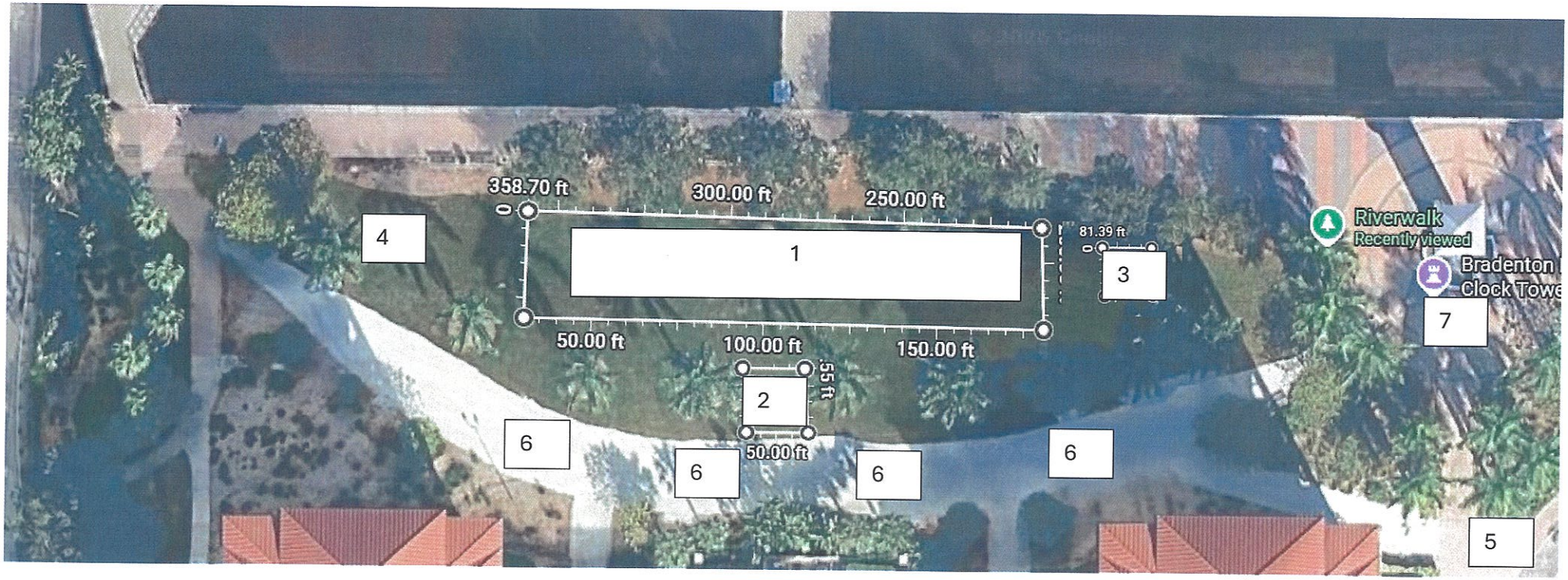
James Erik Nicholson
Typed or Printed Name and Title

01/04/2026
Date

(03/2022)



2026 Fire Charity Fishing Tournament Layout



1 – (2) 30 x 90 tents – Stage for band and fish weigh in under

2 – 20 x 20 Beer tent

3- 20 x 20 Shirt Sales

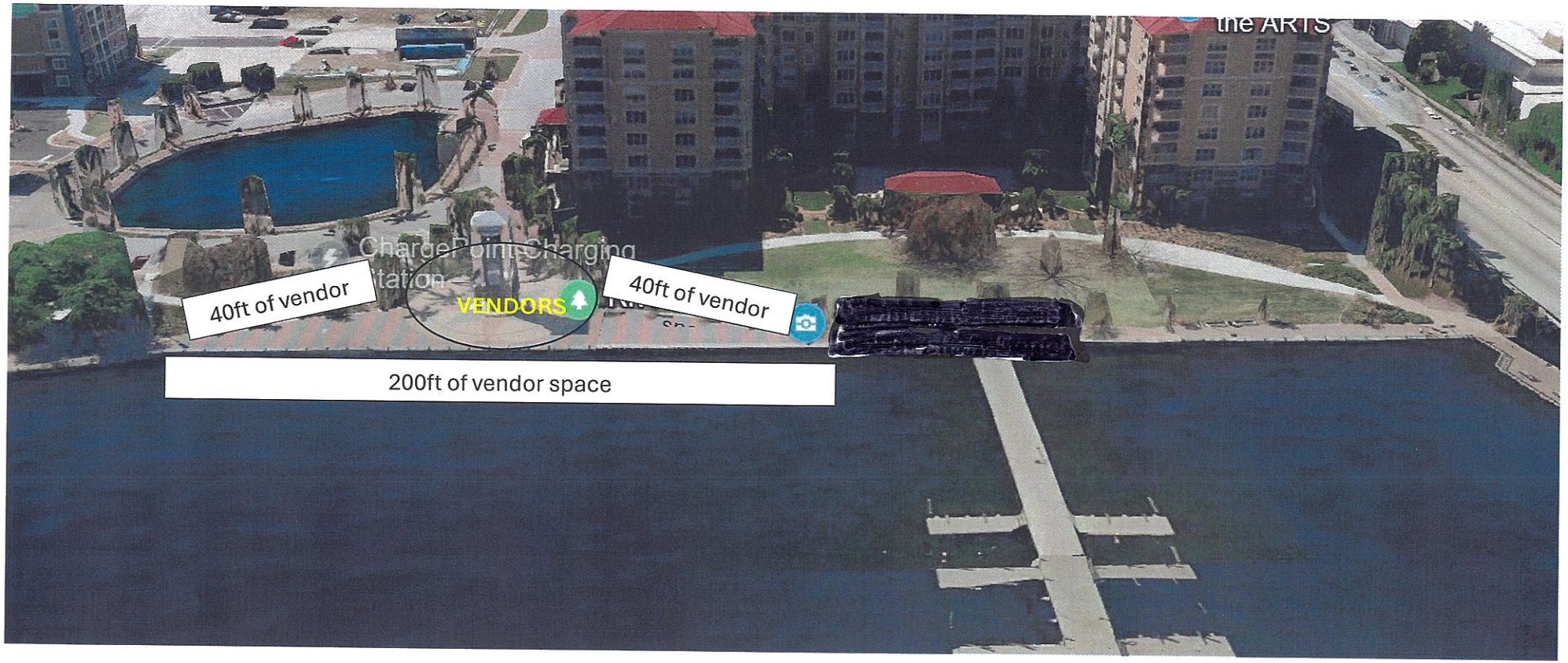
4 – 20 x 20 Beer tent

5 – Restroom Facilities

6 – Food Trucks

7 - Vendors

2026 Fire Charity Fishing Tournament Layout



2026 Fire Charity Fishing Tournament Layout

AGENDA ITEM NO. 6.d

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: April 22, 2026

SUBMITTED BY: Kelly Thomas, Event Review Committee

ITEM TYPE: Special Event

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Mattison's July 4th Parking Space Closure

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Mattison's Riverwalk has requested to close six parking spots alongside their restaurant located at 101 Riverfront Blvd on July 4, 2026. This will not affect the rest of the COB parking and the ingress/egress would not be affected for the rest of the lot.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the parking space closures with compliance of all the City of Bradenton Special Event Standards.

ATTACHMENTS:
Application and Site Plan

– Parking Spot Closure Only –

SPECIAL EVENT PERMIT APPLICATION

Application Information

Organization Name: Mattison's Riverwalk

Date of Application: 3/23/26

Contact Name: Liz Fridenberg

Contact Phone 1: [redacted]

Contact Email: [redacted]

Contact Phone 2: _____

Address: 101 Riverfront Blvd

City: Bradenton State: FL Zip: 34205

Event Information

Name of Event: July 4, 2026

Event Date: 7-04-26

Purpose of Event: provide restaurant access to guests

Description of Event: Parking Spot Closure Only

Event Location: Parking area drive thru in front of Mattison's

If the event is to be held on the Riverwalk, please check the area(s) to be used. City of Bradenton Parking Lot (PT)

Mosaic Amphitheater	Pavilion Area	Great Lawn
Regatta Plaza	✓ Parking Lot Areas	Tower Plaza
Skate Park	Outdoor Living Room	Botanical Gardens
Volleyball Courts	Other (specify): _____	

	Date	Day	Start Time	End Time	Anticipated Attendance
Setup					
Event Day 1	7-04-26		10am	10pm	
Event Day 2					
Event Day 3					
Break Down					

Number of years event has been held: 6

Past Attendance: _____

(03/2022)

Is there a fee to attend the event? Yes (No) Is the event open to the public? Yes No

Will any tents be used for the event? Yes (No)

Tent Size	Number of Tents	Tent Location

Note: Tents must be weighted and stakes are prohibited. Tents larger than 10'x10' require an additional permit.

Will a stage be used for the event? Yes (No)

Will the event require electricity? Yes (No) Type of electrical power: _____

Will a generator be used? Yes (No) Size of generator: _____

Will gas equipment be used? Yes (No) Type of fuel source: _____

Vendor Information

Will the event offer food? Yes (No)

Where will the food be prepared? _____

Will cooking equipment be used? Yes (No)

Method/type of cooking equipment

Charcoal grills Food trucks Fryers Propane grills Warmers/Sternos

Will there be alcohol at the event? Yes (No)

Note: Alcohol will require an additional permit.

Event Entertainment

Will the event feature entertainment? Yes (No)

Will amplified sound equipment be used? Yes (No)

Will musical entertainment be used? Yes (No)

Please describe any type of entertainment and sound equipment.

_____

_____

Are fireworks planned? Yes (No) Note: Fireworks will require an additional permit.

Are live animals planned to be at the event? Yes (No)

Describe any additional event activities.

_____

_____

(03/2022)

Event Housekeeping

CITY SERVICES REQUESTED

Electricity Needed? Yes (No)

Solid Waste Service? Yes (No)

Contact: Electrical Department (941) 465-4923 and/or Sanitation (941) 708-6342

TEMPORARY SANITARY/PORTABLE TOILETS

Will temporary sanitary facilities be provided? Yes (No)

Please indicate how many and location on required site plan.

Event Security

NOTICE OF PUBLIC SAFETY NOTICE FOR SECURITY AND TRAFFIC CONTROL:

Bradenton Police Department security is required when alcoholic beverages are present, when closure of a public street is necessary, when large crowds are in attendance, or in any other situation as deemed necessary by the Bradenton Police Department. The number of personnel required is determined by the Bradenton Police Department and wages are payable by applicant.

Contact Bradenton Police Department Extra-Duty Employment Coordinator, Brenda Lovett, at 941-932-9317 or Brenda.Lovett@BradentonPD.com to discuss security requirements.

Street Closure

Is street closure requested? Yes (No) Note: Please complete the Street Closure Form.

Application Review

During the application review by the Event Review Committee, additional conditions may be imposed. This permit is valid only for the time indicated on this application. In the event that the applicant fails to fulfill the requirement(s) (as set forth in the permit) or fails to obtain proper authorization to proceed, if conditions have changed, or the expected outcomes, impacts, or conditions are substantially altered, then the permit will be voided immediately by authorized city personnel.

A non-refundable application fee of $25 shall be paid at the time of application. Rental fees and damage deposits will be paid following approval of the event request.

Please return application, rental contract, and site plan to Events at City of Bradenton, 101 Old Main Street, Bradenton, FL 34205 or via email to Events@bradentonFL.gov.

Rental Contract

All event organizers must read and sign the Rental Contract before the event permit is issued.

Levels of sound, music, and noise produced at the authorized event shall adhere to the city noise ordinance. If, at any time, a City of Bradenton law enforcement officer determines that this standard has been violated, said officer shall have the authority to require the event organizer, or any agent thereof, to take all necessary and appropriate actions to prevent further violations of this standard. If the event organizer or any agent thereof fails to obey the orders of the law enforcement officer, event organizer will be required to present any future events to City Council for review prior to approval.

The event organizer has been informed that all events at Riverwalk Park, including non-musical events, must be completely closed by 10:00 p.m. If any event wishes to continue past 10:00 p.m. Special City Council approval is required.

I, Liz Fridenberg, applicant/event organizer for Fourth of July 2026 (event), scheduled for (date&hours), 10 am - 10 pm, from 7-4-26 to 7-4-26, hereby agrees to all conditions and regulations set forth in the event guide, application, and contract as adopted by City Council.

Elizabeth Fridenberg
Signature of Applicant/Event Organizer

Mattison's Riverwalk
Organization

Elizabeth Fridenberg
Typed or Printed Name and Title

3-23-26
Date

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY

I, the undersigned, will indemnify, defend, and hold harmless the City of Bradenton, its agents, employees, officers, and any and all other associated, from and against any and all actions, in law or in equity, from liability or claims for damages, demands, or judgement to any person or property which may result now or in the future from the conduct of this event.

The undersigned agrees to abide by all Event Approval Standards set forth in the guide (see pages 7 to 9).

The undersigned has read and voluntarily signed the Release and Waiver of Liability and Indemnity Agreement, and further agrees that no oral representations, statements, or inducements apart from the foregoing written agreement have been made.

Elizabeth Fridenberg
Signature of Applicant/Event Organizer

Mattison's Riverwalk
Organization

Elizabeth Fridenberg
Typed or Printed Name and Title

3-23-26
Date

(03/2022)

CITY OF BRADENTON
SPECIAL EVENT REQUEST
FOR TEMPORARY CLOSING OF CITY STREET(S)

Name of Requestor: Liz Fridenberg

Name of Organization: Mattison's Riverwalk

Street Address: 101 Riverfront Blvd

City: Bradenton State: FL Zip: 34205

Telephone: [redacted] Email: [redacted]

Name of Event: Fourth of July 2026

Start Date: 7-4-26 End Date: 7-4-26 Start Time: 10am End Time: 10 pm

Proposed roads to close (specific locations, include map):

Parking area drive thro in front of Mattisons.

Proposed detour route (include alternative road and map):

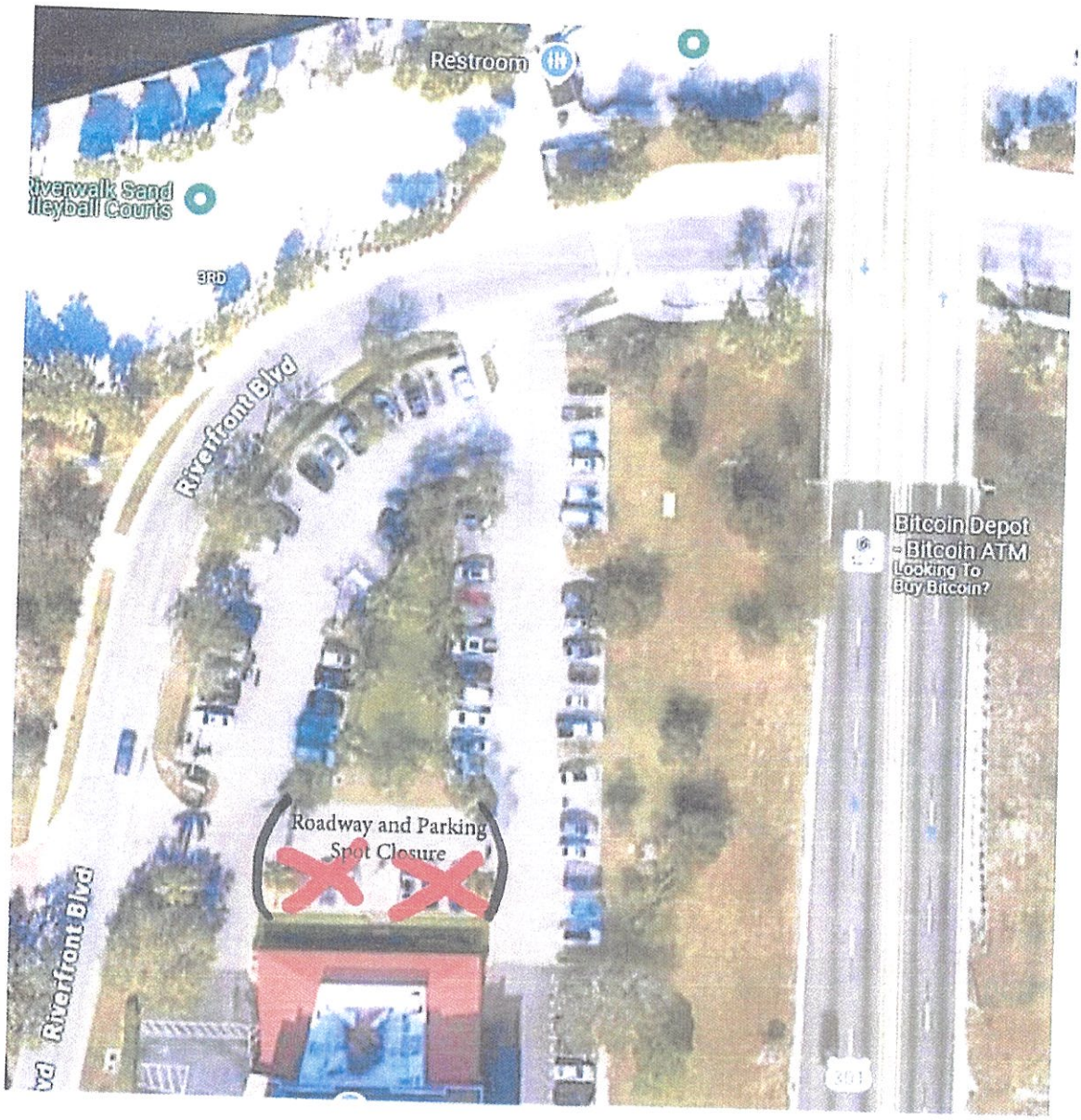
Additional notes and comments:

Ingress / Egress of parking lot not affected

(03/2022)

7/4/24

Mattison's July 4th
Parking Lot Closures
Site Plan



Location: City of Bradenton Riverwalk Lot (P7)

AGENDA ITEM NO. 6.e

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: April 22, 2026

SUBMITTED BY: Heidi Warnemunde, Finance

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 26-36 - Reimbursement of Certain Costs Relating to the Acquisition, Construction, and Installation of Water and Sewer Capital Improvements

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City anticipates it will incur costs related to the acquisition, construction, and installation of various water and sewer capital improvements and intends to allow for reimbursement of those costs from proceeds of tax-exempt debt in order to preserve the City's financial position and meet cash flow needs. The principal amount of the tax-exempt debt is not expected to exceed $6,000,000 and is expected to be secured by water and sewer revenues of the City and/or a covenant of the City to budget and appropriate sufficient legally available non-ad valorem revenues of the City.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by Ritesh Patel, Esq. with Nabors Giblin & Nickerson.

SUGGESTED MOTION:
Motion to approve Resolution 26-36.

ATTACHMENTS:

Resolution 26-36

RESOLUTION NO. 26-36

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, REGARDING REIMBURSEMENT OF CERTAIN COSTS RELATING TO THE ACQUISITION, CONSTRUCTION AND INSTALLATION OF VARIOUS WATER AND SEWER CAPITAL IMPROVEMENTS WITHIN THE CITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Bradenton, Florida (the "City") has incurred and/or currently expects to incur various costs in relation to the acquisition, construction and installation of various water and sewer capital improvements within the City, as more particularly described in the plans and specifications on file with the City (collectively, the "Project"); and

WHEREAS, the City has determined it is in its best interest to preserve the City's ability to reimburse itself for costs of the Project from proceeds of tax-exempt debt; and

WHEREAS, Section 1.150-2 of the United States Treasury Regulations (the "Reimbursement Regulations") require the City to adopt an "official intent" (as described in the Reimbursement Regulations") to allow for the reimbursement of costs expended for the Project from proceeds of tax-exempt debt; and

WHEREAS, the adoption of an official intent does not require or commit the City to issue any tax-exempt debt.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA:

Section 1. The City hereby adopts this Resolution as its "official intent" under the Reimbursement Regulations to allow it to reimburse various costs and expenditures relating to the acquisition, construction and installation of the Project. The City has paid for, and/or reasonably anticipates that it will pay for, such costs and expenditures from legally available moneys on deposit in the City's Water and Sewer Fund. It is reasonably expected that any reimbursement of such costs and expenditures shall come from the issuance of tax-exempt debt which is currently not expected to exceed $6,000,000 in principal amount. It is currently the intention of the City to principally secure such tax-exempt debt from water and sewer revenues of the City and/or a covenant of the City to budget and appropriate sufficient legally available non-ad valorem revenues of the City. The expenditures to be reimbursed, if any, shall be consistent with the City's budgetary and financial policy as being the type of expenditures which shall be paid on a long-term basis.

Section 2. The City shall comply with all applicable law in regard to the public availability of records of official acts by public entities such as the City, including making this Resolution available for public inspection.

Section 3. It is the intent of the City that the purpose of this Resolution is to meet the requirements of Treasury Regulations Section 1.150-2 and to be a declaration of official intent under such Section.

Section 4. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Council of the City of Bradenton, Florida, this 22nd day of April 2026

By: _____
Gene Brown, Mayor

(SEAL)

ATTEST:

_____
Tamara Melton, City Clerk

APPROVED AS TO FORM AND CORRECTNESS BY:

_____
Scott Rudacille, City Attorney

AGENDA ITEM NO. 6.f

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: April 22, 2026

SUBMITTED BY: Karen Lanke, Information Technology

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Local Government Cybersecurity Grant Program

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
This agreement allows the City of Bradenton to participate in the State of Florida's Local Government Cybersecurity Grant Program which provides cybersecurity solutions.

FINANCIAL IMPACT:
There is no financial impact to the City. The grant is for cybersecurity services and does not involve any direct funding or require matching funds from the City.

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed and approved by Attorney Rudacille.

SUGGESTED MOTION:
Motion to approve the grant agreement for the Local Government Cybersecurity Grant Program with the Florida Department of Management Services.

ATTACHMENTS:

AGENDA ITEM NO. 6.g

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: April 22, 2026

SUBMITTED BY: Tamara Melton, Legislative

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Adopt-A-Road Litter Removal Agreement with Jose Leiva and Friends

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Keep Manatee Beautiful (KMB) requested that the City enter into an agreement with Jose Leiva and Friends group to adopt 13th Street West from 26th Avenue West to 8th Avenue West.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the Adopt-A-Road agreement Jose Leiva and Friends group.

ATTACHMENTS:
Adopt-A-Road Litter Removal Agreement

KEEP MANATEE BEAUTIFUL

ADOPT-A-ROAD

LITTER REMOVAL AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of_____ ,20___, by and between Keep Manatee Beautiful, Inc., hereinafter called KMB; the adopting group, **Jose Leiva and Friends** hereinafter called GROUP; and the City of **Bradenton**, a political subdivision of Manatee County, Florida, hereinafter called CITY.

WITNESSETH

WHEREAS is part of **13th St W.** the road system in the CITY.

WHEREAS, the CITY has responsibility for operation and maintenance of the CITY road system.

WHEREAS, the legislature, through the Solid Waste Management Act of 1988 {F>S> 403.4131 (4) (b)}, has encouraged the implementation of litter removal programs such as Adopt-A-Road.

WHEREAS, the CITY Council has authorized an Adopt-A-Road Roadside Debris/Litter program to be implemented by KMB.

WHEREAS the GROUP is desirous of adopting **13th St W** from **26th Ave W** to **8th Ave W** for the purpose of debris/litter removal,

NOW THEREFORE, for the good and valuable consideration, the parties agree as follows:

A. KMB shall:

1) Provide city-wide coordination of the Adopt-A-Road Program.
2) Collect and evaluate program reports.
3) Provide official Adopt-A-Road program recognition for the CITY and participating volunteer groups.
4) Provide safety training and information to participating volunteer groups.
5) Review safety guidelines with the designee of the participating volunteer group.
6) Provide an official KMB "Adopt-A-Road Cleanup Form" for each cleanup activity.

B. The CITY shall:

1) Provide a permanent Adopt-A-Road sign at each adopted roadside section.

2) Provide plastic bags and safety equipment for use by the GROUP.

3) Remove collected debris from the adopted roadside section.
4) Remove certain litter under unusual circumstances, including but not limited to large, heavy or hazardous items.
5) Provide public awareness of the Adopt-A-Road Program through the Public Works Department.
6) Grant KMB and participating volunteer groups access to the area for roadside debris/litter removal purposes.
7) Authorize the Mayor, or his appointed designee, to enter into an Adopt-A-Road Agreement with participating volunteer groups.
8) Encourage law enforcement agencies to enforce the litter law.

C. GROUP shall:

1) Generally, adopt a minimum of one (1) mile section of right-of-way adjacent to the roadside for litter removal at least four (4) times per year.
2) Perform litter removal in strict accordance with CITY safety standards. 3) Review safety procedures and conduct pre-event safety briefings with volunteer participants.
4) Remove litter only during daylight hours, good weather, and non-peak traffic periods.
5) Contact KMB for the Public Works Department at least ten (10) days in advance to arrange an appropriate litter removal schedule.
6) Ensure that participants wear safety clothing and use appropriate safety devices at all times during the litter removal activity.
7) Do Not pick up litter at construction or maintenance sites, in tunnels, on medians, bridges or overpasses.
8) Do Not attempt to remove unusual, large, heavy or hazardous items; however, log item description and notify KMB at the earliest opportunity for other removal arrangements.

9) Complete and return to KMB an "Adopt-A-Road Cleanup Report Form" within five (5) days of each cleanup activity.
10) Restrict participants to twelve (12) years of age and older.
11) Provide at least one (1) adult supervisor for every five (5) participating youths between ages twelve (12) and fifteen (15).
12) Allow only such persons to participate as are determined by the GROUP to be Sufficiently responsible and mature to safely participate in litter removal activities.
13) Do Not bring to observe the litter removal activities, persons that are not official participants without prior permission from KMB for each additional person for each removal event.

The GROUP covenants and agrees that it will indemnify and hold harmless the CITY, KMB, and any agencies and all their officers, agents and employees from any claim, loss damage, cost, charge or expense arising out of any act, action, neglect or omission by the GROUP during the performance of the Agreement, whether direct or indirect, and whether to any person or property to which the CITY, KMB, or said parties may be subject, except that neither GROUP, nor any of its members, shall be liable under this provision for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the CITY, KMB, and its member agencies, any maintaining agencies, and all their officers, employees or agents, provided that such condition shall not constitute a waiver of CITY, KMB, any member agency or group's sovereign immunity.

This agreement shall remain in effect for a two (2) year period. The CITY, KMB or GROUP may terminate this agreement for any reason upon thirty (30) days written notice to the CITY, KMB or GROUP. KMB reserves the right to terminate this agreement for non-compliance with the stated terms.

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed, the day and year first written above. They certify that they are familiar with the information contained in this agreement and that they possess the authority to execute this agreement.

GROUP: Jose Leiva And Friends DATE: 04/07/2026

BY: Jose Leiva TITLE: Self

(Print Name)

ADDRESS: 1826 13th Street West CITY: Bradenton

SIGNATURE: PHONE: 941-7632265

ATTEST: DATE: 4/7/26

Notary Public State of Florida
Helen Michele Laughrey
My Commission HH 629776
Expires 1/16/2029

Notary Public

CITY OF Bradenton

BY: DATE:

SIGNATURE:

ATTEST: DATE:

Notary Public

KEEP MANATEE BEAUTIFUL, INC.

BY: Jennifer Hoffman DATE: 4/8/26

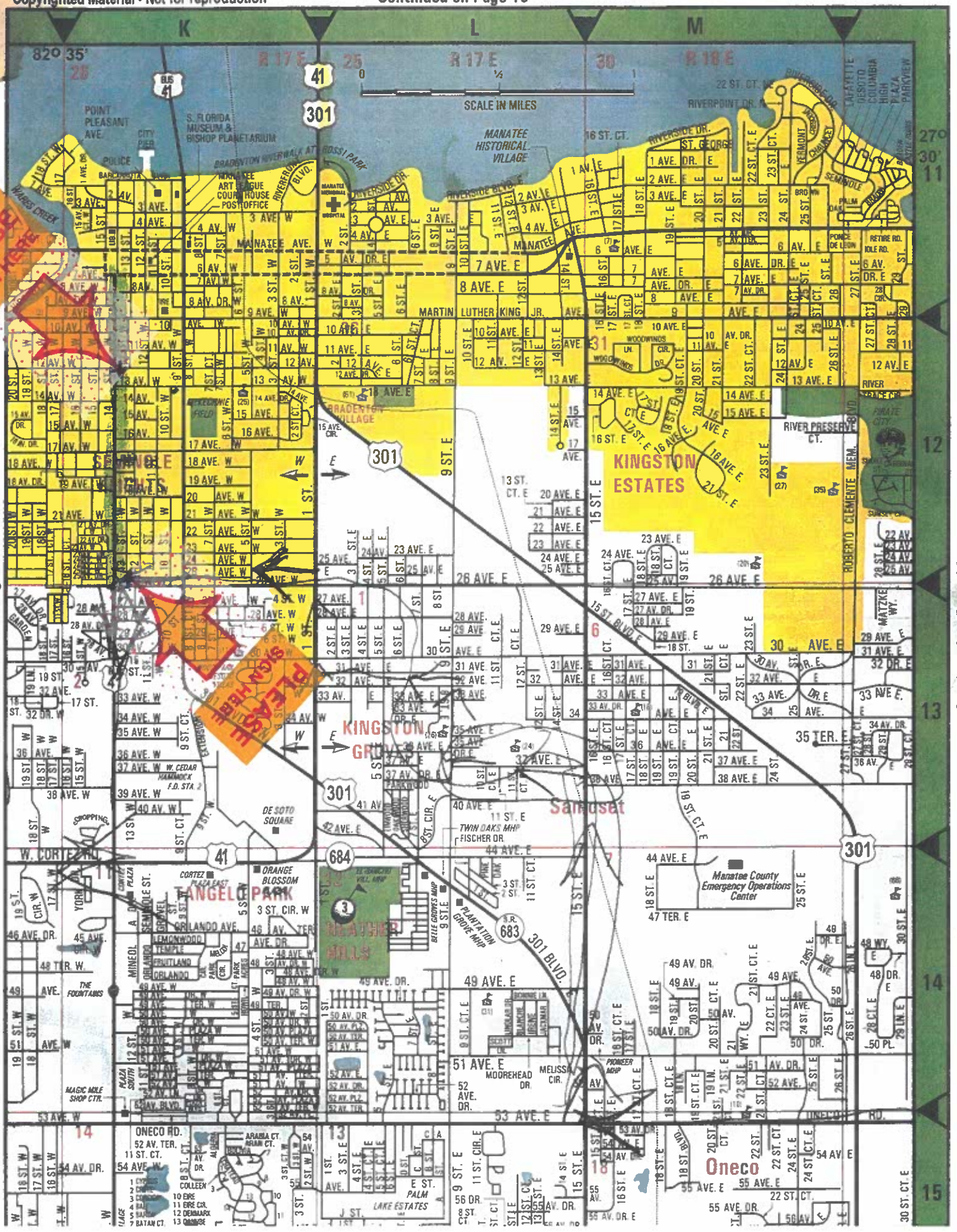
SIGNATURE: Jennifer Hoffman

ATTEST: DATE: 4/8/26

Notary Public State of Florida
Helen Michele Laughrey
My Commission HH 629776
Expires 1/16/2029

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Continued on Page 19



Continued on Page 32

Continued on Page 34

AGENDA ITEM NO. 6.h

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: April 22, 2026

SUBMITTED BY: Greg DeLong, Planning & Community Development

ITEM TYPE: Miscellaneous

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Amendment to the Land Use Restrictive Agreement (LURA) for HTG Astoria, LTD.

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The proposed amendment is revising the definition of "Elderly Affordable Housing" to align with applicable federal and state law, including the Fair Housing Act, the Housing for Older Persons (HOPA) and Section 2-29-90(a)(5) of Manatee County Ordinance 16-03. Astoria on 9th (HTG Astoria, LTD.) is a completed elderly affordable housing community consisting of 120 units.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by City Attorney Rudacille.

SUGGESTED MOTION:
Motion to approve the Amendment to the Land Use Restrictive Agreement (LURA) for HTG Astoria, LTD, subject to the CRA Board's approval.

ATTACHMENTS:
Amendment to the Land Use Restrictive Agreement (LURA) for HTG Astoria, LTD.
HTG Explanation Letter

Prepared by:
Richard E. Deutch, Jr., Esq
Stearns Weaver Miller
Weissler Alhadeff & Sitterson, P.A.
150 West Flagler Street, Suite 2200
Miami, Florida 33130

AMENDMENT TO
LAND USE RESTRICTION AGREEMENT

FOR: HTG ASTORIA, LTD. - ASTORIA

This Amendment to the Land Use Restriction Agreement (the "Amendment") is made and entered into as of the _____ day of _____, 2026, by and between the City of Bradenton, a municipal corporation existing by and under the laws of the State of Florida ("City"), the Community Redevelopment Agency of the City of Bradenton, a dependent special district of the City of Bradenton ("CRA"), and HTG Astoria, Ltd., a Florida limited partnership (hereinafter referred to as the "Owner").

WHEREAS, the Owner previously executed that certain Land Use Restriction Agreement dated March 3, 2023 and recorded on March 3, 2023 under **Instrument Number 202341022294** of the Public Records of Manatee County, Florida (the "Agreement"), encumbering the real property described therein (the "Property"); and

WHEREAS, the Owner developed the Property with approximately 120 units of elderly, affordable multifamily rental housing (the "Project"); and

WHEREAS, the Agreement was recorded for the purpose of evidencing the waiver of certain impact fees, in order to construct the Project with affordable housing, and the City has agreed to provide these financial incentives for this purpose; and

WHEREAS, the Owner desires to amend the Agreement so that the definition of "elderly housing", as defined in section 1.1(e) of the Agreement, conforms to the requirements of Section 2-29-90(a)(5), as amended, of Manatee County Ordinance 16-03 (the "Ordinance") and the criteria contained in the Fair Housing Act, the Fair Housing Amendments Act of 1988, the Housing for Older Persons Act of 1995 (HOPA), 42 U.S.C. §3601-19, and Section 760.29, Florida Statutes (collectively, the "Acts"); and

WHEREAS, the Owner now finds it necessary and appropriate to amend the Agreement to ensure the Project remains eligible for the exemptions and benefits provided by the Ordinances.

NOW THEREFORE, the Agreement is hereby amended as follows:

1. The Agreement is hereby amended and remains in full force and effect and unmodified except as expressly amended hereby.

2. The definition set forth in Section 1.1(e) for "Elderly Affordable Housing" is hereby deleted in its entirety and replaced with the following:

(e) Elderly Affordable Housing: means a development wherein (1) all units are intended for, and solely occupied by, persons 62 years of age or older, or (2) at least eighty percent (80%) of the units shall be occupied or held available for occupancy by at least one (1) resident that is 55 years of age or older, or (3) provided under any state or federal program that the Secretary of United States Department of Housing and Urban Development determines is specifically designed and operated to assist elderly persons, as defined in the state or federal program. The Borrower may choose any of the options above at any time to remain in compliance with the Land Use Restriction Agreement and its amendments. For option (2) above, the Development must publish and adhere to policies and procedures that demonstrate its intent to operate as housing for persons 55 years of age or older, in accordance with the factors listed in 24 C.F.R. Part 100.306 and Section 760.29(4)(b)(3), Florida Statutes."

3. In the event of any conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement, the terms and provisions of this Amendment shall control. Any capitalized terms not defined in this Amendment shall have the meaning as set forth in the Agreement or the Acts and Ordinances.

4. Owner represents and warrants that no default has occurred and is continuing as of the date of this Amendment.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the Owner, City and CRA have executed this Amendment as of the day and year first written above.

WITNESSES:

_____
(Signature)

Print Name:_____
Address:_____

_____
(Signature)

Print Name: _____
Address: _____

"OWNER"

HTG ASTORIA, LTD., a
Florida limited partnership

By: HTG ASTORIA, LLC, a
Florida limited liability company, its
Special Limited Partner

By:_____
Matthew Rieger, Manager

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2026, by Matthew Rieger, as Manager of HTG ASTORIA, LLC, a Florida limited liability company, Special Limited Partner of HTG ASTORIA, LTD., a Florida limited partnership, on behalf of the company and limited partnership, ☐ being personally known to me or ☐ having produced _____ as identification.

My Commission Expires:

_____
Notary Public, State of Florida

(seal)

CITY OF BRADENTON, FLORIDA

_____

By: Gene Brown
Its: Mayor

ATTEST: _____
Name: Tamara Melton
Title: City Clerk

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2026, by Gene Brown, Mayor of the City of Bradenton who ☐ is personally known to me or ☐ has produced _____ as identification.

Notary Public: _____ SEAL:

Printed Name:_____

My Commission expires: _____

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BRADENTON

_____

By: Kemp Schuessler
Its: CRA Chair

ATTEST: _____
Name: Dr. Jeff Burton
Title: CRA Executive Director

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2026, by _____, _____ of the Community Redevelopment Agency of the City of Bradenton who ☐ is personally known to me or ☐ has produced _____ as identification.

Notary Public: _____ SEAL:

Printed Name:_____

My Commission expires: _____

April 2, 2026

Gregory J. DeLong, Assistant Director
Planning and Community Development
City of Bradenton
101 Old Main Street
Bradenton, FL 34205

Subject: Amendment to Land Use Restriction Agreement (LURA) – Astoria on 9th

Dear Mr. DeLong,

HTG Astoria, Ltd. (the "Owner") respectfully requests approval of an amendment to the existing Land Use Restriction Agreement (the "LURA") for the Astoria on 9th affordable housing community.

The purpose of this amendment is to revise the definition of "Elderly Affordable Housing" to align with applicable federal and state law, including the Fair Housing Act, the Housing for Older Persons Act (HOPA), and Section 2-29-90(a)(5) of Manatee County Ordinance 16-03.

Astoria on 9th is a completed affordable housing community consisting of 120 units serving elderly residents.

The originally recorded LURA with the City and CRA, (here attached as Exhibit A) defines "Elderly Affordable Housing" more narrowly as housing occupied solely by persons aged 62 years or older.

However, the Federal Statute called The Fair Housing Act ("FHA"), was signed into law by President Lyndon B. Johnson on April 11, 1968, just days after the assassination of Martin Luther King Jr.. Also known as Title VIII of the Civil Rights Act of 1968, it was passed to prohibit discrimination in the sale, rental, and financing of housing based on race, **age**, religion, national origin, or sex. To allow for elderly housing communities, the Fair Housing Amendment Act of 1988 and the Housing for Older Persons Act of 1995 ("HOPA") of 1995, amended the FHA and clarified exactly how "55+" and "62+" communities could legally remain age-restricted. That Federal statute says that elderly communities can legally discriminate on age of their tenants, as per Section 807(b)(2) of the Fair Housing Act, which is codified at 42 U.S.C. § 3607(b)(2), which reads:

> "As used in this section, "housing for older persons" means housing—
> (A)provided under any State or Federal program that the Secretary determines is specifically designed and operated to assist elderly persons (as defined in the State or Federal program); or
> (B)intended for, and solely occupied by, persons 62 years of age or older; or
> (C)intended and operated for occupancy by persons 55 years of age or older, and—

(i)at least 80 percent of the occupied units are occupied by at least one person who is 55 years of age or older;

(ii)the housing facility or community publishes and adheres to policies and procedures that demonstrate the intent required under this subparagraph; and

(iii)the housing facility or community complies with rules issued by the Secretary for verification of occupancy, which shall—

(I)provide for verification by reliable surveys and affidavits; and

(II)include examples of the types of policies and procedures relevant to a determination of compliance with the requirement of clause (ii). Such surveys and affidavits shall be admissible in administrative and judicial proceedings for the purposes of such verification."

Attached to this Memo as Exhibit B we have provided a proposed amendment to the City/CRA LURA. The proposed language will just mirror how Florida Housing Finance Corporation ("FHFC") LURAs for elderly affordable developments are drafted. That's the preference of our permanent lender, Fredie Mac (a Federal financing institution). As an example, we attach as Exhibit C the FHFC LURA for Astoria. That FHFC LURA has the following definition of Elderly Development:

"Elderly Development" means a development wherein (1) all units are intended for, and solely occupied by, persons 62 years of age or older, or (2) at least eighty percent (80%) of the units shall be occupied or held available for occupancy by at least one (1) resident that is 55 years of age or older, or (3) provided under any state or federal program that the Secretary of United States Department of Housing and Urban Development determines is specifically designed and operated to assist elderly persons, as defined in the state or federal program. The Borrower may choose any of the options above at any time to remain in compliance with the Land Use Restriction Agreement and its amendments. For option (2) above, the Development must publish and adhere to policies and procedures that demonstrate its intent to operate as housing for persons 55 years of age or older, in accordance with the factors listed in 24 C.F.R. Part 100.306 and Section 760.29(4)(b)(3), Florida Statutes.

Moreover, the added flexibility of allowing the 55+ tenants will reduce the risk of vacancy during the entirety of the compliance period. We've discovered that finding 62+ qualifying affordable housing tenants is not an easy endeavor. As you know, it is better for everyone to avoid having units with no one occupying them, when they can be used by the second category of 55+ allowed under HOPA. No one wants to see the resources of the Federal, State, County and City not being used to the greatest extent possible.

To summarize, the proposed amendment:

- Updates the LURA definition of "Elderly Affordable Housing" to conform with applicable federal and state requirements
- Aligns the City LURA with the amendment of LURA recently executed by the County School Board.

- Ensures continued eligibility for the financial incentives and impact fee waivers originally granted by the City and CRA
- Allows for a wider demographic which will reduce the risk profile of the permanent lender.

Importantly, this amendment does not change the affordability commitments, unit count, or overall use of the property.

This amendment is necessary in order to finalize the process of paying back the construction loan before its maturity (avoiding a foreclosure that can wipe out all LURAs). The only way to do that is to close on the permanent loan with Freddie Mac that will pay for the private bank's construction loan, along with Owner's equity.

We appreciate the City of Bradenton's assistance with this request and are happy to provide any additional information needed to facilitate processing.

Sincerely,

Rodrigo Paredes, EVP of Development
HTG Astoria, Ltd.

EXHIBIT A

CITY LURA

PREPARED BY AND RETURN TO:
Scott E. Rudacille, Esquire
Blalock Walters, P.A.
802 11th Street W
Bradenton, Florida 34205

LAND USE RESTRICTION AGREEMENT

FOR: HTG ASTORIA, LTD – ASTORIA

THIS LAND USE RESTRICTION AGREEMENT ("Agreement") is made and entered into as of the 3 day of March, 2023, by and between the City of Bradenton, a municipal corporation existing by and under the laws of the State of Florida ("City"), the Community Redevelopment Agency of the City of Bradenton, a dependent special district of the City of Bradenton ("CRA"), and HTG Astoria, Ltd., a Florida limited partnership (hereinafter referred to as the "Owner").

RECITALS

WHEREAS, the Owner owns approximately 1.99 acres of land located generally at the northwest corner of 9th Street West and 23rd Avenue West, Bradenton, Florida, and legally described in Exhibit "A" attached hereto (the "Land"); and

WHEREAS, the Owner seeks to develop the Land with approximately 120 units of elderly, affordable multifamily rental housing as further defined herein (the "Project"); and

WHEREAS, the Owner has requested, as part of the Project, financial incentives from the City, in the form of a waiver of certain impact fees, in order to construct the Project with affordable housing, and the City has agreed to provide these financial incentives for this purpose; and

WHEREAS, the Owner has requested, as part of the Project, financial incentives from the CRA, to include a forgivable, zero-interest loan, in order to construct the Project with affordable housing, and the CRA has agreed to provide these financial incentives for this purpose; and

WHEREAS, the City Council and CRA Board find that the construction and operation of the Project will also promote economic development by providing jobs and income to the residents of the CRA and further the implementation of the 14th Street CRA District Master Plan; and

WHEREAS, the Owner has agreed to comply with certain use restriction as provided in this Agreement.

NOW, THEREFORE, in consideration of the above premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1
DEFINITIONS

1.1 Definitions and Interpretations. Unless otherwise expressly provided herein or unless the context clearly requires otherwise, the following terms shall have the respective meanings set forth below for purposes of this Agreement:

(a) Affordable Housing: the term "affordable housing" as used in this Agreement shall mean housing for low-income households, with rents based on the rent limits applicable to 30 to 80 percent of Area Median Income ("AMI") or lower, as posted annually by the Florida Housing Finance Corporation ("FHFC") and adjusted based on revised local data for Manatee County.

(b) Project: the improvements to be constructed on the Land, consisting of approximately 120 units of elderly multifamily affordable rental housing meeting the terms described herein, associated residential amenities, and the Land and all movcable property and fixtures from time to time attached thereto.

(c) Fiscal Year: the term "fiscal year" shall be defined as the period beginning on October 1 and ending on September 30. For example, 2022-2023 fiscal year is from October 1, 2022 through September 30, 2023.

(d) Rental Housing: housing units made available for rental, and not ownership who are members of the general public, each of which units shall contain complete living facilities that are to be used other than on a transient basis and facilities that are functionally related and subordinate to the living facilities. The housing units shall at all times be constructed or substantially rehabilitated and maintained in substantial accordance with applicable building code standards of the City in which they are located.

(e) Elderly Affordable Housing: the term "elderly housing" shall mean Affordable Housing that is intended for, and solely occupied by, persons 62 years of age or older.

(f) State: the State of Florida, in which the Project is located.

(g) Term: the term of this Agreement as defined in Section 6 hereof.

SECTION 2
REPRESENTATIONS, COVENANTS AND COMMITMENTS

2.1 Residential Affordable and/or Workforce Housing Rental Project. The Owner shall develop and maintain, during the Term of this Agreement, the Project as a multifamily housing development consisting of approximately one hundred twenty (120) units of Elderly Affordable Housing. All dwelling units in the Project shall be Rental Housing available for occupancy at all times in accordance with the terms of this Agreement. The Project shall be required to obtain all necessary permits and approvals for construction, including applicable permits of the City, and nothing contained herein shall be construed as development approval. Upon execution of this Agreement, Owner shall diligently and in good faith pursue all applicable permits for construction of the Project, and upon issuance shall diligently and in good faith pursue and complete construction thereof. For the purposes of this Agreement, construction shall be deemed to have commenced upon pouring of the foundation for the Project.

2.2 City Waiver of Impact Fees. The City agrees to waive impact fees for Parks, Police, Fire, Roads, Water and Sewer which would otherwise be applicable to the Project ("City Waiver Incentive").

2.3 CRA Loan. The CRA shall provide Owner with a loan to be structured as provided herein (the "CRA Loan") and pursuant to a promissory note to be executed by the Owner prior to the initial disbursement, in a form consistent with the terms described herein and agreeable to the parties. The total loan amount shall be Six Hundred Thousand ($600,000.00) (the "CRA Loan Amount"). The CRA Loan shall be a subordinate, long-term loan, forgivable in the sole discretion of the CRA. The interest rate of the CRA Loan shall be zero (0%) percent, non-amortizing, and the term shall be coterminous with the term of

this Agreement. The initial disbursement of the CRA Loan in the amount of Two Hundred Thousand ($200,000.00) Dollars shall be made available to Owner during the 2022-2023 fiscal year but not earlier than Owner's commencement of construction of the Project and providing written notice thereof to the CRA. For the purposes of this Agreement, construction shall be deemed to have commenced upon pouring of the foundation for the Project. The second disbursement of the CRA Loan in the amount of Two Hundred Thousand ($200,000.00) Dollars shall be made available to Owner during the 2023-2024 fiscal year. The remainder of the CRA Loan Amount, in the amount of Two Hundred Thousand ($200,000.00) Dollars shall be made available to Owner during the 2024-2025 fiscal year but not earlier than the Owner achieving ninety (90%) percent completion of the Project and providing written notice thereof to the CRA. For the purposes of this Agreement, Project progress shall be measured by review of the Project contractor's executed applications and certifications for payment, as submitted to all lenders for the Project to effectuate draws. Should the Owner fail to obtain Certificate of Occupancy for the Project by March 31, 2026, the CRA may accelerate the CRA Loan and require all amounts to be due and payable immediately. Should the CRA be dissolved during the term of this Agreement, the City shall accept and have the authority to exercise all rights and obligations of the CRA related to the CRA Loan.

2.4 Prohibited Discrimination. The Owner shall not discriminate on the basis of race, religion, color, sex, familial status, national origin or disability in the lease, use or occupancy of the Project. Age discrimination and discrimination against minor dependents, except when units are specifically being held for the elderly, are also not permitted.

2.5 Successors Bound – Burden to Run with the Land. This Agreement and the covenants and conditions contained herein shall run with the Land and shall bind, and the benefits shall inure to, respectively, the Owner and its successors and assigns and all subsequent owners of the Land and the Project, and to the City and the CRA for the term of this Agreement.

2.6 Compliance. The Owner shall comply with all requirements of the City's Comprehensive Plan, all standards and requirements of the City's Land Use Regulations, the Florida Building Code, and shall maintain the Project in compliance with the aforementioned requirements.

2.7 No Conversion. During the term of this Agreement, the Owner shall not use the Project for any use other than affordable and/or workforce multifamily rental dousing developed as described herein.

2.8 Advertisement. The Owner hereby covenants and agrees that it will immediately withdraw from circulation any advertisement determined by the City to violate or be inconsistent with this Agreement with respect to promoting Elderly Affordable Housing. However, this Agreement does not require the Owner to market the units in any specific manner or any specific representation that the Project is or contains units that are designated Elderly Affordable Housing so Owner complies with this Agreement.

2.9 Maintenance. The Owner shall maintain the Project in a condition which is consistent with the City's Land Use Regulations and any housing quality standards.

SECTION 3
ADMINISTRATION

3.1 Annual Report. The Owner shall, during the term of this Agreement, submit an Annual Report to the City and the CRA. The report shall document the Owner's performance of its obligations with respect to maintaining the required Elderly Affordable Housing units, including without limitation leases, applications, employment, and income certification documents.

3.2 Omission. The omission of any regulatory requirement in this Agreement shall not relieve the Owner from the necessity of complying with any and all applicable State, City, and Federal laws, rules and regulations. In particular, the development and maintenance of the Project shall be governed by the provision of the City's Land Use Regulations. In interpreting any applicable requirements, the more stringent provisions shall apply.

3.3 City/CRA Review; Audit. The City and the CRA shall have the right to review and audit, at the City's and/or CRA's expense, the records of the Owner relating to the Land to determine compliance with this Agreement. The Owner shall be required upon written notification, to provide the necessary information to perform an audit to the reasonable satisfaction of the City and/or the CRA. This information may include without limitation, all tenant lists, applications, leases, waiting lists, income examinations and re-examination relating to the Elderly Affordable Housing units. During the term of this Agreement, these materials shall at all times be kept separate and identifiable from any other business of Owner which is unrelated to the Land, and shall be maintained in reasonable condition for a proper audit, subject to examination and photocopying during business hours by representatives of the City and/or the CRA. The City and/or the CRA shall provide at least five (5) business days prior written notice before performing such audit or examination.

3.4 Monitoring and Inspection. The Owner shall permit the City and the CRA, or designees, to inspect all records, including but not limited to financial statements pertaining to Elderly Affordable Housing units upon reasonable notice and within normal working hours, and shall submit to the City and/or the CRA such documentation as required by the City and/or the CRA or its designee must, from time to time, inspect each Elderly Affordable Housing unit for compliance with state and local code requirements, and agrees to facilitate such inspections with tenants as necessary. The Owner also acknowledges that the Land must meet City and CRA standards upon completion of the Project and for the duration of the term of this Agreement.

The City and/or the CRA shall, from time to time, make or cause to be made inspections of the Elderly Affordable Housing units and Land rental records to determine compliance with the conditions specified herein. The City and/or the CRA shall notify the Owner prior to scheduled inspections, and the Owner shall make any and all necessary arrangements to facilitate the City's and/or the CRA's inspection. The City and/or the CRA may make, or cause to be made, other reasonable entries upon and inspections of the Land, provided that the City and/or the CRA shall give the Owner reasonable notice prior to any inspection, specifying reasonable cause therefore, related to the City's and/or the CRA's interest in the Land.

The Owner shall comply with restrictions regarding the use or occupancy of the Project, and shall ensure that all requirements are being satisfied on a continuing basis in accordance with this Agreement. Owner staff will remain updated and knowledgeable regarding procedures for filing tenant income certification forms, and compliance certificates, and for verifying compliance with this Agreement.

SECTION 4
ENFORCEMENT AND REMEDIES

4.1 Default. If Owner defaults in the performance of an obligation under this Agreement or a restriction set forth herein, and if such default remains uncured for a period of thirty (30) days after written notice thereof, the City and/or the CRA may terminate all rights of the Owner under this Agreement and may take any such action, as may be deemed most beneficial by the City and/or the CRA to enforce the obligations of the Owner with respect to the Project as follows:

(a) To compel specific performance by the Owner of its obligations under this Agreement, it being recognized that the beneficiaries of Owner's obligations hereunder cannot be adequately compensated by monetary damages in the event of Owner's default; and

(b) To rescind the City Waiver Incentive and CRA Loan provided to Owner; and

(c) To cause the Owner to pay to the City and the CRA an amount equal to the City Waiver Incentive and the CRA Loan provided for any Elderly Affordable Housing unit which the Owner has failed to maintain as an Elderly Affordable Housing unit during the term of this Agreement, with interest calculated at the rate equal to the yield earned on the Florida State Board of Administration statewide government investment pool during the period of default.

All fees, costs and expenses of the City and the CRA incurred in taking any action pursuant to this Section 4 shall be the sole responsibility of the Owner. Notwithstanding anything in the foregoing to the contrary, Owner's Investor Limited Partner shall have the right, but not the obligation, to cure any default under this Agreement.

Except for any notice required under applicable law to be given in another manner, any notice to City, CRA or Owner provided for in this Agreement shall be given by mailing such notice by certified mail, return receipt requested, addressed to the party for whom it is intended at such party's respective address, with a copy to Owner's Investor Limited Partner. For the present, notice to Owner's Investor Limited Partner shall be provided at the address set forth in Section 9 below.

SECTION 5
INDEMNIFICATION

5.1 Indemnification. The Owner hereby covenants and agrees that it shall indemnify, hold harmless and defend the City, the CRA, and their directors, officers, members, officials, employees and agents from and against (a) any and all claims arising from any act or omission of the Owner or any of its agents, contractors, servants, employees or licensees in connection with the Project, or arising out of the construction, operation and/or management of the Project; and (b) all reasonable costs, counsel fees, expenses or liabilities incurred in connection with any such claim or proceeding brought thereon as such fees, costs, expenses or liabilities become due. In the event that any action or proceeding is brought against the City and/or the CRA, or any of its directors, officers, members, officials, employees, or agents with respect to which indemnity may be sought hereunder, the Owner, upon written notice from the indemnified party, shall assume the investigation and defense thereof, including the employment of counsel and the payment of all expenses. This provision shall survive the termination of this Agreement. The indemnified party shall have the right to participate in the investigation and defense thereof and may employ separate counsel with or without the approval and consent of the Owner.

SECTION 6
TERM

6.1 Term. This Agreement shall become effective upon execution hereof by the parties and recordation as provided in Section 7.1 and shall remain in full force and effect until September 1, 2041, provided, however, that all rights, benefits, remedies, payments, duties, and obligations of the parties shall survive the termination until all payments, duties, and obligations of the parties under this Agreement have been performed. The City and CRA shall execute and record a termination of this Agreement promptly upon receipt of a request to terminate the Agreement from Owner, any time after expiration of the Term.

SECTION 7
RECORDING AND FILING

7.1 Recording and Filing. Upon execution and delivery by the parties hereto, the Owner shall cause this Agreement and all amendments and supplements hereto to be recorded and filed in the Public Records of Manatee County, Florida, in which the Project is located and shall pay all fees and charges incurred in connection therewith. The original document shall be returned to the City and the CRA within ten (10) days of the receipt of the recorded document.

SECTION 8
GOVERNING LAW

8.1 Governing Law. This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Florida. Venue for any litigation pertaining to the subject matter hereof shall be exclusive in Manatee County, Florida unless prohibited by law.

SECTION 9
NOTICE AND EFFECT

9.1 Notice and Effect. All notices and other communications to be made or permitted to be made hereunder shall be in writing and shall be delivered to the addresses shown below or to such other addresses that the parties may provide to one another in accordance herewith. Such notices and other communications shall be given by any of the following means: (a) personal service; or (b) national express air courier, provided such courier maintains written verification of actual delivery. Any notice or other communication given by the means described in subsection (a) or (b) above shall be deemed effective upon the date of receipt or the date of refusal to accept delivery by the party to whom such notice or other communication has been sent.

OWNER:

HTG ASTORIA, LTD.
C/O HOUSING TRUST GROUP, LLC
ATTN: JUSTIN TUTTLE
3225 AVIATION AVE, 6TH FLOOR
MIAMI, FL 33133

CITY:

CITY ADMINISTRATOR
CITY OF BRADENTON
101 OLD MAIN STREET
BRADENTON, FL 34205

CRA:

CRA EXECUTIVE DIRECTOR
CITY OF BRADENTON COMMUNITY REDEVELOPMENT AGENCY
101 OLD MAIN STREET
BRADENTON, FL 34205

WITH A COPY TO:

SCOTT E. RUDACILLE, ESQ.
BLALOCK WALTERS, P.A.
802 11TH STREET WEST
BRADENTON, FLORIDA 34205

STEARNS WEAVER MILLER
WEISSLER ALHADEFF & SITTERSON, P.A.
150 WEST FLAGLER STREET, SUITE 2200
MIAMI, FL 33130
ATTENTION: BRIAN MCDONOUGH

RJTCF 51-HTG ASTORIA L.L.C.
c/o RAYMOND JAMES AFFORDABLE HOUSING INVESTMENTS, INC.
880 CARILLION PARKWAY
ST. PETERSBURG, FLORIDA 33716
FAX: 727-567-8455
Attention: STEVEN J. KROPF, PRESIDENT

SECTION 10
MISCELLANEOUS PROVISIONS

10.1 No General Obligation. The obligations of the City and the CRA hereunder are subject to annual appropriation of legally available funds by the City Council of the City and the CRA Board, and shall not constitute or create a pledge, lending od credit or lien, either legal or equitable, of or on any of the City's ad valorem revenues or funds, or upon any other revenues or funds of the City, as may be construed under the laws or the Constitution of the State of Florida. Neither the Owner nor any other person or entity shall ever have the right to compel any exercise of the ad valorem taxing power of the City to make the payments herein provided, nor shall this Agreement constitute a charge, lien or encumbrance, either legal or equitable, upon any property or funds of the City. Notwithstanding anything contained herein, the City reserves the right, in its sole discretion, to pay the obligations contained in this Agreement from any funds legal available for such purpose.

10.2 No Partnership or Joint Venture; Owner's Risk. This Agreement is solely for the benefit of the parties hereto and no right or cause for action shall accrue to, or for the benefit of, any third party not a party hereto. This Agreement shall not be construed to create a joint venture or partnership between the parties hereto. By execution of this Agreement, the Owner expressly acknowledges and agrees that the City Waiver Incentive and the CRA Loan provided by the City and the CRA, respectively, pursuant to this Agreement, are provided solely to serve the public purpose set forth in Chapter 420, Florida Statutes, to provide Elderly Affordable Housing to the community, and that the City and the CRA assume no responsibility to assure the financial feasibility or success of the Owner's Project. Owner acknowledges that it is a sophisticated developer of housing projects, and has entered into this Agreement, and committed to develop its Project, based upon its independent business judgment and experience and its independent assumption of risk and responsibility for the financial feasibility and success of its Project.

10.3 Force Majeure. Should any party be unable to timely perform any of its obligations contained in this Agreement due to circumstances beyond its control, including but not limited to labor disputes; changes in state statutes regulating municipalities or CRAs; inability to obtain or maintain material or services; strikes; acts of nature or any delays in receiving necessary permits from third parties or agencies that were not the result of any party's fault or delay, such party shall not be considered in default under the

terms of this Agreement, the time for performance by such party of the obligation shall be extended for a period of time equal to the length of the delay caused by such circumstances, and the other party shall not be excused from the obligation provided under this Agreement as the same become due, except as otherwise expressly provided herein.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, HTG, the City, and the CRA have read and understand the terms set forth and agree to meet the obligations contained herein by execution of this Agreement, in duplicate, this _____ day of _____, 20____.

HTG Astoria, Ltd., a Florida Limited Partnership

IN WITNESS WHEREOF, HTG, the City, and the CRA have read and understand the terms set forth and agree to meet the obligations contained herein by execution of this Agreement, in duplicate, this 3 day of March, 2023.

HTG Astoria, Ltd., a Florida Limited Partnership

By: Matthew Rieger

Its: Manager of SLP

STATE OF FLORIDA
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this February, 22, 2023 by Matthew Rieger as Manager of HTG Astoria, ~~LLC~~ LTD, on behalf of the company, who is personally known to me or who has produced _____ as identification.

Notary Public: _____

Printed Name: _____

My Commission expires: _____

SEAL:

Notary Public State of Florida
Glenda Brown
My Commission
HH 274894
Exp. 6/12/2026

CITY OF BRADENTON, FLORIDA

By: Gene Brown

Its: Mayor

ATTEST:

Name: Tamara Melton

Title: City Clerk

STATE OF FLORIDA
COUNTY OF manatee

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 8th, February 2023, by Gene Brown, Mayor of the City of Bradenton who is personally known to me or who has produced _____ as identification.

Notary Public:

Printed Name: Shelley E. Dezial

My Commission expires: 8/26/25

SEAL:

SHELLEY E DEZIEL
Notary Public - State of Florida
Commission # HH 170388
My Comm. Expires Aug 26, 2025
Bonded through National Notary Assn.

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BRADENTON

By: Josh Cramer

Its: CRA Chair

ATTEST: _____

Name: Ekaterini Gerakios-Siren

Title: CRA Executive Director

STATE OF FLORIDA
COUNTY OF Manatee

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this February 8, 2023, by Josh Cramer Chair of the Community Redevelopment Agency of the City of Bradenton who is personally known to me or who has produced _____ as identification.

Notary Public: _____ SEAL:

Printed Name: Shelley E Deziel

My Commission expires: 8/26/25

SHELLEY E DEZIEL
Notary Public - State of Florida
Commission # HH 170388
My Comm. Expires Aug 26, 2025
Bonded through National Notary Assn.

EXHIBIT "A"

LEGAL DESCRIPTION

(Astoria on 9th)

Lots 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, of GILLEY PATTEN'S ADDITION TO THE CITY OF BRADENTOWN, KNOWN AS SECOND ADDITION TO EDGEWOOD, according to the Plat thereof, recorded in Plat Book 1, Page 301, of the Public Records of Manatee County, Florida.

EXHIBIT B

CITY LURA AMENDMENT PROPOSAL

Prepared by:
Richard E. Deutch, Jr., Esq
Stearns Weaver Miller
Weissler Alhadeff & Sitterson, P.A.
150 West Flagler Street, Suite 2200
Miami, Florida 33130

AMENDMENT TO
LAND USE RESTRICTION AGREEMENT

FOR: HTG ASTORIA, LTD. - ASTORIA

This Amendment to the Land Use Restriction Agreement (the "Amendment") is made and entered into as of the _____ day of _____, 2026, by and between the City of Bradenton, a municipal corporation existing by and under the laws of the State of Florida ("City"), the Community Redevelopment Agency of the City of Bradenton, a dependent special district of the City of Bradenton ("CRA"), and HTG Astoria, Ltd., a Florida limited partnership (hereinafter referred to as the "Owner").

WHEREAS, the Owner previously executed that certain Land Use Restriction Agreement dated March 3, 2023 and recorded on March 3, 2023 under **Instrument Number 202341022294** of the Public Records of Manatee County, Florida (the "Agreement"), encumbering the real property described therein (the "Property"); and

WHEREAS, the Owner developed the Property with approximately 120 units of elderly, affordable multifamily rental housing (the "Project"); and

WHEREAS, the Agreement was recorded for the purpose of evidencing the waiver of certain impact fees, in order to construct the Project with affordable housing, and the City has agreed to provide these financial incentives for this purpose; and

WHEREAS, the Owner desires to amend the Agreement so that the definition of "elderly housing", as defined in section 1.1(e) of the Agreement, conforms to the requirements of Section 2-29-90(a)(5), as amended, of Manatee County Ordinance 16-03 (the "Ordinance") and the criteria contained in the Fair Housing Act, the Fair Housing Amendments Act of 1988, the Housing for Older Persons Act of 1995 (HOPA), 42 U.S.C. §3601-19, and Section 760.29, Florida Statutes (collectively, the "Acts"); and

WHEREAS, the Owner now finds it necessary and appropriate to amend the Agreement to ensure the Project remains eligible for the exemptions and benefits provided by the Ordinances.

NOW THEREFORE, the Agreement is hereby amended as follows:

1. The Agreement is hereby amended and remains in full force and effect and unmodified except as expressly amended hereby.

2. The definition set forth in Section 1.1(e) for "Elderly Affordable Housing" is hereby deleted in its entirety and replaced with the following:

(e) Elderly Affordable Housing: means a development wherein (1) all units are intended for, and solely occupied by, persons 62 years of age or older, or (2) at least eighty percent (80%) of the units shall be occupied or held available for occupancy by at least one (1) resident that is 55 years of age or older, or (3) provided under any state or federal program that the Secretary of United States Department of Housing and Urban Development determines is specifically designed and operated to assist elderly persons, as defined in the state or federal program. The Borrower may choose any of the options above at any time to remain in compliance with the Land Use Restriction Agreement and its amendments. For option (2) above, the Development must publish and adhere to policies and procedures that demonstrate its intent to operate as housing for persons 55 years of age or older, in accordance with the factors listed in 24 C.F.R. Part 100.306 and Section 760.29(4)(b)(3), Florida Statutes."

3. In the event of any conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement, the terms and provisions of this Amendment shall control. Any capitalized terms not defined in this Amendment shall have the meaning as set forth in the Agreement or the Acts and Ordinances.

4. Owner represents and warrants that no default has occurred and is continuing as of the date of this Amendment.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the Owner, City and CRA have executed this Amendment as of the day and year first written above.

WITNESSES:

_____
(Signature)

Print Name:_____
Address:_____

_____
(Signature)

Print Name: _____
Address: _____

"OWNER"

HTG ASTORIA, LTD., a
Florida limited partnership

By: HTG ASTORIA, LLC, a
Florida limited liability company, its
Special Limited Partner

By:_____
Matthew Rieger, Manager

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2026, by Matthew Rieger, as Manager of HTG ASTORIA, LLC, a Florida limited liability company, Special Limited Partner of HTG ASTORIA, LTD., a Florida limited partnership, on behalf of the company and limited partnership, ☐ being personally known to me or ☐ having produced _____ as identification.

My Commission Expires:

_____
Notary Public, State of Florida

(seal)

CITY OF BRADENTON, FLORIDA

_____

By: Gene Brown
Its: Mayor

ATTEST: _____
Name: Tamara Melton
Title: City Clerk

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2026, by Gene Brown, Mayor of the City of Bradenton who ☐ is personally known to me or ☐ has produced _____ as identification.

Notary Public: _____ SEAL:

Printed Name:_____

My Commission expires: _____

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BRADENTON

_____

By: Josh Cramer
Its: CRA Chair

ATTEST: _____
Name: Ekaterini Gerakios-Siren
Title: CRA Executive Director

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2026, by _____, _____ of the Community Redevelopment Agency of the City of Bradenton who ☐ is personally known to me or ☐ has produced _____ as identification.

Notary Public: _____ SEAL:

Printed Name:_____

My Commission expires: _____

EXHIBIT C

FHFC SAIL LURA

THIS INSTRUMENT PREPARED
BY AND RETURN TO:
Jan Albanese Carpenter, Esq.
Latham, Luna, Eden & Beaudine, LLP
P.O. Box 3353
Orlando, Florida 32802

ABOVE SPACE RESERVED FOR
RECORDING PURPOSES ONLY

LAND USE RESTRICTION AGREEMENT

(Astoria On 9th / SAIL / ELI / RFA 2021-205 / 2022-137BSN))

THIS LAND USE RESTRICTION AGREEMENT (this "Agreement") is made and entered into as of March 3, 2023, by and between HTG ASTORIA, LTD., a Florida limited partnership (hereinafter called the "Borrower"), and FLORIDA HOUSING FINANCE CORPORATION, a public corporation and a public body corporate and politic duly created and existing under the laws of the State of Florida (hereinafter called "Florida Housing") (which term as used in every instance shall include Florida Housing's successors and assigns).

RECITALS

WHEREAS, Florida Housing was created and organized pursuant to and in accordance with the provisions of the Florida Housing Finance Corporation Act, Chapter 420, Part V, Fla. Stat., as amended (the "Act"), for the purpose among others, of financing residential rental housing projects that will provide decent, safe and sanitary housing for individuals or families of extremely low, very low, low, moderate or middle income in the State of Florida (the "State"); and

WHEREAS, Borrower has applied to Florida Housing and Florida Housing has agreed, under certain conditions, to approve and administer a loan of (i) SAIL Program funds under the Florida Housing Finance Corporation Request for Applications 2021-205, in effect as of August 17, 2021 ("RFA"), and the State Apartment Incentive Loan ("SAIL") Program, Section 420.5087, Fla. Stat.; and governed by the rules of Florida Housing, as codified at Chapter 67-48, Fla. Admin. Code, in effect as of May 18, 2021, and Chapter 67-53, Fla. Admin. Code, in effect as of August 20, 2009 (collectively, including the RFA, the "Rule"), and (ii) Construction Housing Inflation Response Program funds approved by Florida Housing's Board of Directors at its April 29, 2022 meeting, ("CHIRP") in the original principal amount of NINE MILLION, FIFTY THOUSAND AND NO/100 DOLLARS ($9,050,000) (consisting of an award of SAIL Program funds in the amount of $4,750,000 and an award of CHIRP funds in the amount of $4,300,000) (the "SAIL Loan") for the purpose of providing acquisition, construction and permanent financing for a 120-unit multifamily development known as Astoria On 9th (the "Development") located in Manatee County, Florida (the "County") on the real property more particularly described on Exhibit "A"

attached hereto and made a part hereof (the "Land") to be occupied by "eligible persons," as determined by Florida Housing in accordance with the Act, all for the public purpose of assisting persons of extremely low-income and very low-income within the State to afford the costs of decent, safe and sanitary housing; and

WHEREAS, Borrower has also applied to Florida Housing and Florida Housing has agreed, under certain conditions, to approve and administer the ELI Loan (defined herein) under the RFA and the SAIL Program as governed by the Rule, for the purpose of providing acquisition, construction and permanent financing for the Development to be occupied by "eligible persons," as determined by Florida Housing in accordance with the Act, all for the public purpose of assisting persons of extremely low-income and very low-income within the State to afford the costs of decent, safe and sanitary housing; and

NOW, THEREFORE, in consideration of the mutual covenants and undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Florida Housing and the Borrower do hereby contract and agree as follows:

ARTICLE I

Definitions and Interpretation. Unless otherwise expressly provided herein or unless the context clearly requires otherwise, the following terms shall have the respective meanings set forth below for all purposes of this Agreement. Any capitalized term used but not defined herein shall have the meaning assigned to such term in the SAIL Construction Loan Agreement.

"Applicant" means any person or legally formed entity who wishes to provide housing affordable to Extremely Low-Income Persons or Households and Very Low-Income Persons or Households pursuant to the provisions of the Program and who is requesting a loan from Florida Housing for such Development.

"County" means Manatee County, Florida.

"Developer" means HTG Astoria Developer, LLC.

"Development" means the improvements to be constructed or substantially rehabilitated on the Land, and more particularly described in Exhibit "B" attached hereto, and the Land and all personal property and fixtures from time to time attached thereto.

"Elderly" means persons 62 years of age or older; however, this definition does not prohibit housing from being deemed "housing for the elderly" as defined herein. "Housing for the elderly" means, for purposes of the SAIL Program, any nonprofit housing community that is financed by a mortgage loan made or insured by the United States Department of Housing and Urban Development ("HUD") under s. 202, s. 202 with a s. 8 subsidy, s. 221(d)(3) or (4), or s. 236 of the National Housing Act, as amended, and that is subject to income limitations established by HUD, or any program funded by the Rural Development Agency of the United States Department of Agriculture ("USRDA") and subject to income limitations established by the USRDA. A project which qualifies for exemption under the Florida Fair Housing Act as "housing for older persons"

as defined by Section 760.29(4), Florida Statutes, shall qualify as housing for the elderly for purposes of the SAIL Program.

"Elderly Development" means a development wherein (1) all units are intended for, and solely occupied by, persons 62 years of age or older, or (2) at least eighty percent (80%) of the units shall be occupied or held available for occupancy by at least one (1) resident that is 55 years of age or older, or (3) provided under any state or federal program that the Secretary of United States Department of Housing and Urban Development determines is specifically designed and operated to assist elderly persons, as defined in the state or federal program. The Borrower may choose any of the options above at any time to remain in compliance with the Land Use Restriction Agreement and its amendments. For option (2) above, the Development must publish and adhere to policies and procedures that demonstrate its intent to operate as housing for persons 55 years of age or older, in accordance with the factors listed in 24 C.F.R. Part 100.306 and Section 760.29(4)(b)(3), Florida Statutes.

"ELI Construction Loan Agreement" means the Construction Loan Agreement entered into in connection with the ELI Loan dated of even date herewith, among the Borrower, Florida Housing and the Servicer, as may be amended or supplemented from time to time.

"ELI Loan" means the fourth mortgage loan in the original principal amount of $600,000 from Florida Housing as lender to the Borrower with respect to the Development to be made in accordance with the ELI Note secured by the ELI Mortgage for the purpose of financing the construction/substantial rehabilitation of the Development.

"ELI Loan Documents" means, collectively, this Agreement, the ELI Construction Loan Agreement, the ELI Mortgage, the ELI Note, the Assignment of Leases, Rents and Contracts Rights, the Guarantees, the Environmental Indemnity Agreement (as such terms are defined in the ELI Construction Loan Agreement), and all other documents evidencing or securing the ELI Loan.

"ELI Mortgage" or "Third Mortgage" means the Mortgage and Security Agreement given in connection with the ELI Loan, dated of even date herewith, from the Borrower in favor of Florida Housing, granting a priority mortgage lien on (subject only to the First Mortgage and the SAIL Mortgage) and security interest in the Land, the buildings and equipment constituting the Development and the rents and income therefrom and securing the obligation of the Borrower under the ELI Construction Loan Agreement and the ELI Note, as may be amended or supplemented from time to time.

"ELI Note" means the Promissory Note, dated of even date herewith, in the original principal amount of $600,000 with the Borrower as payor and Florida Housing as payee thereunder, evidencing the ELI Loan to the Borrower pursuant to the ELI Construction Loan Agreement and the ELI Mortgage, as may be amended or supplemented from time to time.

"Eligible Person" means a natural person or a family, irrespective of race, creed, national origin or sex, determined by Florida Housing to be an Extremely Low-Income or a Very Low-Income Person or Household.

"Extremely Low-Income Persons or Households" or "ELI Persons or Households" means one or more natural persons or a family whose adjusted income is equal to or below the percentage of area median income for the county where the household is located, as set forth on the ELI County Chart attached hereto as Exhibit "C".

"Family" describes a household composed of one or more persons.

"Family or Household Member" means spouses, former spouses, persons related by blood or marriage, persons who are presently residing together as if a family or who have resided together in the past as if a family, and persons who are parents of a child in common regardless of whether they have been married. With the exception of persons who have a child in common, the family or household members must be currently residing or have in the past resided together in the same single dwelling unit.

"First Mortgage" means that certain Construction Mortgage, Security Agreement, Fixture Filing and Assignment of Leases and Rents, securing the repayment of promissory note in the original principal amount of $19,000,000, executed by the Borrower in favor of Florida Housing, as assigned to The Bank of New York Mellon Trust Company, N. A., a national banking association, as fiscal agent (the "First Mortgagee"), relating to the issuance by Florida Housing of its $19,000,000 Florida Housing Finance Corporation Multifamily Mortgage Revenue Note, 2023 Series F (Astoria on 9th).

"General Partner" means AM Affordable Housing, Inc., a Florida not-for-profit corporation, and its successors and assigns.

"Guarantees" means, collectively, that certain Completion and Operating Deficit Guaranty and that certain Continuing, Absolute and Unconditional Guaranty of Recourse Obligations, both dated of even date herewith, from Borrower, General Partner, Developer, the Special Limited Partner and Matthew A. Rieger, individually, for the benefit of Florida Housing.

"Investor Limited Partner" shall mean RJTCF 51-HTG Astoria L.L.C., a Florida limited liability company, or an affiliate thereof, or its successors and assigns, as permitted hereunder.

"Loan Documents" shall mean collectively, the SAIL Loan Documents and the ELI Loan Documents.

"Loan" or "Loans" shall mean, collectively, the SAIL Loan and the ELI Loan.

"Partnership Agreement" means that certain Amended and Restated Agreement of Limited Partnership, dated as of March 1, 2023, among General Partner, Special Limited Partner, and Matthew A. Rieger, an individual, as withdrawing limited partner, and the Investor Limited Partner, as may be amended or modified from time to time.

"Persons with Special Needs" means an adult person requiring independent living services in order to maintain housing or develop independent living skills and who has a disabling condition as defined in Section 420.0004, Fla. Stat.; a young adult formerly in foster care who is eligible for

services under Section 409.1451(5), Fla. Stat.; a survivor of domestic violence as defined in Section 741.28, Fla. Stat.; or a person receiving benefits under the Social Security Disability Insurance (SSDI) program or the Supplemental Security Income (SSI) program or from veterans' disability benefits.

"Program" means, collectively, the State Apartment Incentive Loan Program created by Section 420.5087, Fla. Stat. and the Extremely Low Income ("ELI") Program created by the RFA.

"Rental Housing" means housing units made available for rental, and not ownership, by Eligible Persons who are members of the general public, each of which units shall contain complete living facilities which are to be used other than on a transient basis and facilities which are functionally related and subordinate to the living facilities. The housing units shall at all times be constructed or substantially rehabilitated and maintained in substantial accordance with applicable building code standards of the County.

"SAIL Construction Loan Agreement" means the Construction Loan Agreement entered into in connection with the SAIL Loan, dated of even date herewith, among the Borrower, Florida Housing and the Servicer, as may be amended or supplemented from time to time.

"SAIL Loan" means the second mortgage loan in the original principal amount of $9,050,000 from Florida Housing as lender to the Borrower with respect to the Development to be made in accordance with the SAIL Note secured by the SAIL Mortgage for the purpose of financing the construction/substantial rehabilitation of the Development.

"SAIL Loan Documents" means, collectively, this Agreement, the SAIL Construction Loan Agreement, the SAIL Mortgage, the SAIL Note, the Assignment of Leases, Rents and Contracts Rights, the Guarantees, the Environmental Indemnity Agreement (as such terms are defined in the SAIL Construction Loan Agreement), and all other documents evidencing or securing the SAIL Loan.

"SAIL Mortgage" or "Second Mortgage" means the Mortgage and Security Agreement given in connection with the SAIL Loan, dated of even date herewith, from the Borrower in favor of Florida Housing, granting a second priority mortgage lien on (subject only to the First Mortgage) and security interest in the Land, the buildings and equipment constituting the Development and the rents and income therefrom and securing the obligation of the Borrower under the SAIL Construction Loan Agreement and the SAIL Note, as may be amended or supplemented from time to time.

"SAIL Note" means the Promissory Note, dated of even date herewith, in the original principal amount of $9,050,000 with the Borrower as payor and Florida Housing as payee thereunder, evidencing the SAIL Loan to the Borrower pursuant to the SAIL Construction Loan Agreement and the SAIL Mortgage, as may be amended or supplemented from time to time.

"Servicer" means AMERINAT®, a Minnesota limited liability company, authorized to transact business in the State of Florida, or any subsequent entity appointed by Florida Housing to provide services specified in the Loan Documents.

"Special Limited Partner" means HTG ASTORIA, LLC, a Florida limited liability company, and its successors and assigns, as permitted hereunder.

"State" shall mean the State of Florida.

"Subordination Agreement" means that certain Subordination Agreement, dated March 1, 2023, between the First Mortgagee, Florida Housing, Borrower and the other parties thereto.

"Term of this Agreement" means the term determined pursuant to Article VIII hereof.

"Very Low-Income Persons or Households" means one or more natural persons or a family, not including students, who (a) if residing in a development using tax-exempt bond financing for the first mortgage, have incomes which meet the income eligibility requirements of Section 8 of the United States Housing Act of 1937, as amended; or (b) if residing in a development using taxable financing for the first mortgage, have total annual gross household income which does not exceed fifty percent (50%) of the median income adjusted for family size, or fifty percent (50%) of the median income adjusted for family size for households within the metropolitan statistical area (MSA), or, if not within an MSA, within the county in which the person or family resides, or within the State of Florida, whichever is greater; or (c) if residing in a Development using the federal Low Income Housing Tax Credit, have incomes which meet the income eligibility requirements of Section 42 of the Internal Revenue Code of 1986, as amended.

"Veteran" means a person who served in the active U.S. military, naval, or air service, and who was discharged or released therefrom under conditions other than dishonorable or who served in the National Guard or reserve and is determined by the U.S. Veterans Administration to meet the specific requirements to be a Veteran.

ARTICLE II

Residential Rental Development. Florida Housing and the Borrower hereby declare their understanding and intent that, during the Term of this Agreement, the Development is to be owned, managed and operated according to the terms and conditions of the Act, the Program thereunder, this Agreement and all Loan Documents. To that end, the Borrower hereby represents, covenants and agrees as follows:

2.1. That the Development is being constructed or substantially rehabilitated for the purpose of providing rental housing, and the Borrower, its successors or assigns, shall own, manage, and operate the Development exclusively as multifamily rental housing;

2.2. That under this Agreement, for a period of not less than fifty (50) years from the later of (i) the date the first unit within the Development is occupied, or (ii) the Loan closing date (the "Program Compliance Period"), the units shall be set-aside as follows:

(a) Not less than ten percent (10%) of the units (12 units) within the Development shall be rented to households who shall have a household income less than

or equal to thirty percent (30%) of the area median gross income for the County or the State or the metropolitan statistical area in which the Development is located, whichever median income is the greatest, adjusted for family size (the "Area Median Income") ("ELI Set-Aside Units" or "ELI Set Asides"), and not less than ninety percent (90%) of the units (remaining units) within the Development shall be rented to households who shall have a household income less than or equal to sixty percent (60%) of the Area Median Income ("Very Low-Income Set Aside Units"), for a total set-aside of one hundred percent (100%) of the units in the Development.

(b) At least eighty percent (80%) of the units (96 units) within the Development shall be rented to the demographic commitment of Elderly Development (as defined herein).

(c) Not less than fifty percent (50%) of the ELI Set-Aside Units (6 units) within the Development shall be set aside as Link Units for Persons with Special Needs (as defined herein) and their families.

(d) The Development commits to offer a preference to Veterans on occupancy applications and waitlists throughout the Program Compliance Period with a goal of at least 5% of the units (7 units) in the Development being occupied by one or more Veterans. Veteran households that meet the Link Units or other AMI Set-Aside requirements will also count towards the goal of at least 5% of the units (7 units) in the Development being occupied by one or more Veterans.

(e) In the event the Borrower has continuously complied with the terms and requirements of this Section 2.2 during the first fifteen (15) years of the 50-year Program Compliance Period (the "15-Year Compliance Period"), then at the end of the 15-Year Compliance Period, all of the ELI Set-Aside Units (12 units) described in subsection (a) above may convert to serve residents at or below sixty percent (60%) of the Area Median Income, however, the Persons with Special Needs set-aside units described in subsection (c) above must be maintained throughout the entire Program Compliance Period.

(f) Rent controls for all units set aside pursuant to Section 2.2(a) above are determined in a manner consistent with Section 42(g)(2) of the Internal Revenue Code of 1986, as amended. The gross monthly rent shall not exceed thirty percent (30%) of the imputed income limitation applicable to such unit as committed to by the Borrower.

(g) Following guidelines established by Florida Housing, the Borrower will develop and execute a Memorandum of Understanding ("MOU") with at least one designated Special Needs Household Referral Agency ("Referral Agency") that administers or provides supportive services for Persons with Special Needs included on the list of approved participating lead agencies for the county where the Development is located (Manatee County). The MOU shall be reviewed and approved by Florida Housing before the MOU is executed by Borrower. The MOU shall describe the roles and responsibilities of both the Borrower and the Referral Agency. The MOU shall include, but not be limited to, language regarding the process in which the Borrower sets aside ELI Set-Aside Units as Link Units for Persons with Special Needs that are referred by the

Referral Agency, as well as notifies the Referral Agency, in a timely manner, that such a set-aside unit is available for lease. The MOU shall include, but not be limited to, the process and timeframes that the Referral Agency shall adhere to in referring and assisting Persons with Special Needs to apply for an available unit; the MOU shall state that an available Link Unit must be held open and available for referred Persons with Special Needs for a minimum of thirty (30) calendar days, starting on the date the unit is vacant and available to lease. The MOU was approved by Florida Housing on April 5, 2022.

2.3. That the Development shall be constructed or substantially rehabilitated, operated and maintained, as set forth in Exhibit "B" attached hereto and made a part hereof;

2.4. That during the Term of this Agreement the Borrower will not convert the Development to condominium or co-operative ownership;

2.5. That the Borrower shall not discriminate on the basis of race, religion, color, sex, familial status, national origin or disability in the lease, use or occupancy of the Development. Age discrimination and discrimination against minor dependents, except when units are specifically being held for the Elderly or other designated category as specified in this Agreement, are also not permitted;

2.6. That the Borrower will immediately withdraw from circulation any advertisement determined by Florida Housing to violate or be inconsistent with its policies, with respect to promoting rental housing for persons and families of extremely low-income and very low-income, and consents to the remedy of specific performance; and

2.7. That the Development as of the date hereof is located entirely within the limits of the County.

Subject to Article XII hereof, the provisions of this Article II shall run with the Land and shall remain in effect during the Term of this Agreement; provided, however, the Borrower may be discharged from its obligations under Articles II and III hereof to the extent that the same are assumed by any successor in interest to the Borrower pursuant to Article VII hereof. The Borrower expressly acknowledges that certain of the foregoing restrictions may survive the repayment of the Loans and satisfaction of both the SAIL Mortgage and the ELI Mortgage prior to the expiration of the Program Compliance Period.

ARTICLE III

Compliance with Program Requirements. In order to comply with the Act and Florida Housing's rules and regulations thereunder and with the Rule, the Borrower hereby covenants and agrees that, during the Term of this Agreement:

3.1. The units in the Development shall be set aside as provided in Paragraph 2.2 of this Agreement.

3.2. The Borrower and its successors in interest shall at all times operate the Development in conformity with all federal, state and local laws, rules, regulations, ordinances

and orders which may be applicable to the Development, including but not limited to the 2012 Florida Accessibility Code for Building Construction as adopted pursuant to Section 553.503, Florida Statutes, the Federal Fair Housing Act as implemented by 24 C.F.R. Part 100, and Titles II and III of the Americans With Disabilities Act of 1990 as implemented by 28 C.F.R. Part 35, and the Florida Americans With Disabilities Accessibility Implementation Act, as amended, and Section 504 of the Rehabilitation Act of 1973, as implemented by 24 C.F.R. Part 8.

3.3. The Borrower shall annually certify the gross income of all persons occupying units set aside pursuant to the Program. A development which certifies 100% of its units as very low-income shall perform one annual income recertification effective upon the first anniversary of any household's move-in or initial certification. No additional income recertification shall be required by Florida Housing. However, annual determination of student status shall be required for households comprised entirely of students. All persons or households qualified under the provisions of the Program to occupy set-aside units may continue to qualify if the gross income of said persons or households at the time of annual recertification meets the requirements established in Section 142(d)(3)(B) of the Internal Revenue Code of 1986, as amended. Should the annual recertification result in noncompliance with income occupancy requirements, the next available unit must be rented to a person or household qualifying under the provisions of Section 420.5087(2), Fla. Stat., or in conjunction with federal Low Income Tax Credit requirements, if applicable.

3.4. Borrower shall obtain approval from Florida Housing for the selection or replacement of a management company prior to such company assuming responsibility for the Development. Prior to the leasing of any unit in the Development, the Borrower shall obtain from Florida Housing's compliance department approval for its management company selection. If, however, prior to closing the Loans, the Development has received certificates of occupancy and any units have been leased, the Borrower shall confirm such approval by Florida Housing's compliance department prior to such closing. Florida Housing's compliance department must be advised of any change in the Borrower's selection of a management company and approval to select such company obtained from Florida Housing's compliance department prior to the firm assuming responsibility for the Development. In addition, the Borrower must keep Florida Housing's compliance staff and the Servicer's compliance monitoring staff apprised of the progress of Development completion and advised as to the expected opening date of the Development.

3.5. If, after a four-month rent-up period commencing after issuance of the last certificate of occupancy on the units within the Development, the Borrower is unable to meet the agreed-upon categorical set aside (per subparagraphs 2.2(b)), the Borrower may request to rent such units to Extremely Low-Income Persons or Households and Very Low-Income Persons or Households without categorical restriction.

(a) The written request must provide documentation of marketing efforts implemented over the past four-month period which demonstrate the inclusion of sources of potential residents, advertising to be used, other means of encouraging residents to rent at the Development, and priority to the original targeted group of residents. If Florida Housing determines that prior marketing efforts were insufficient, a revised plan which is

satisfactory to Florida Housing must be submitted and implemented for a four-month period prior to reconsideration.

(b) Florida Housing will require Borrower to provide additional amenities or resident programs suitable for the proposed resident population.

(c) If the SAIL Loan has a zero percent (0%) to three percent (3%) interest rate in accordance with either Section 420.507(22)(a)(1) or (2), Fla. Stat., Florida Housing will require the Borrower to modify the SAIL Loan Documents and increase the interest rate on the SAIL Loan to conform to the terms and conditions of one percent (1%) to nine percent (9%) interest rate loans, as described in Section 420.507(22)(a)(3), Fla. Stat, or to accelerate payments of SAIL Loan principal or interest.

3.6. All terms and provisions of the following are incorporated into and made a part of this Agreement and the Loan Documents: the RFA, Rule Chapter 67-48, Fla. Admin. Code, in effect as of May 18, 2021, Rule Chapter 67-53, Fla. Admin. Code, in effect as of August 20, 2009, and Chapter 420, Florida Statutes (collectively, the "Laws and Regulations"); all terms not otherwise defined herein or in the Loan Documents shall be as construed and defined in the Laws and Regulations. In the event of any conflict among Chapter 420, Fla. Stat., the RFA, Rule Chapter 67-48, Fla. Admin. Code, and Rule Chapter 67-53, Fla. Admin. Code, the provisions of Chapter 420, Fla. Stat. shall control. In the event of any conflict between the Loan Documents and the Laws and Regulations, the Laws and Regulations shall control.

The Borrower expressly acknowledges that certain of the foregoing restrictions may survive the repayment of the Loans and satisfaction of both the SAIL Mortgage and the ELI Mortgage prior to the expiration of the Program Compliance Period.

ARTICLE IV

Indemnification. The Borrower hereby covenants and agrees that it shall indemnify, hold harmless and defend Florida Housing and its directors, officers, members, officials, employees and agents from and against (i) any and all claims arising from any act or omission of the Borrower or any of its agents, contractors, servants, employees or licensees in connection with the Loan Documents or the Development, or arising out of the construction, operation and/or management of the Development or the granting of the Loans to the Borrower; and (ii) all reasonable costs, counsel fees, expenses or liabilities incurred in connection with any such claim or proceeding brought thereon as such fees, costs, expenses or liabilities become due. In the event that any action or proceeding is brought against Florida Housing, or any of its directors, officers, members, officials, employees, or agents with respect to which indemnity may be sought hereunder, the Borrower, upon written notice from the indemnified party, shall assume the investigation and defense thereof, including the employment of counsel and the payment of all expenses. This provision shall survive the termination of this Agreement. The indemnified party shall have the right to participate in the investigation and defense thereof and may employ separate counsel with or without the approval and consent of the Borrower. Nothing herein shall be deemed to make the Borrower or its partners personally obligated to pay principal and interest under the Note.

ARTICLE V

Consideration. In addition to other purposes, Florida Housing has authorized and made the Loans to the Borrower as an inducement to the Borrower to operate the Development as set forth in Paragraph 2.2. of this Agreement. In consideration of the issuance of the Loans by Florida Housing for the foregoing purposes, Florida Housing and the Borrower have entered into this Agreement.

ARTICLE VI

Reliance. In performing its duties hereunder, Florida Housing may rely upon statements and certificates of the Borrower and Extremely Low-Income Persons or Households or Very Low-Income Persons or Households, as applicable, believed to be genuine and to have been executed by the proper person or persons, and upon audits of the books and records of the Borrower pertaining to occupancy of the Development. In addition, Florida Housing may consult with counsel, and the opinion of such counsel shall be full and complete authorization and protection with respect to any action taken or suffered by Florida Housing in good faith and in conformity with the opinion of such counsel. The Borrower may rely upon certificates of Extremely Low-Income Persons or Households or Very Low-Income Persons or Households, as applicable, reasonably believed to be genuine and to have been executed by the proper person or persons.

ARTICLE VII

7.1. Sale or Transfer of Development. The Loans, as to both principal and interest, together with all other obligations under the Loan Documents, shall be assumable upon the sale or transfer of the Development if the following conditions, as well as all other conditions and requirements set forth in the Rule, are met:

7.1.1. The proposed owner of the Development meets all specific applicant identity criteria which were required as conditions of the original Loans;

7.1.2. The proposed owner of the Development agrees to maintain all set asides and other requirements of the Loans for the period originally specified or longer, and agrees to assume the Borrower's obligations under this Agreement and the Loan Documents; and

7.1.3. The proposed owner and release of Borrower receives a favorable recommendation from Florida Housing's credit underwriter and approval by the Board of Directors of Florida Housing.

In the event the above-stated conditions are not met, the Loans as to both principal and interest, as well as all other obligations due or accrued under the Loan Documents, shall be due in full upon the sale or transfer of the Development unless the consent of Florida Housing shall have been obtained or the transfer is otherwise permitted under the Loan Documents.

7.2. Sale, Transfer or Other Conveyance of Interests in the Borrower. Any material change (33.3% or more of an interest in the Borrower, a general partner of the Borrower or managing member or manager of the Borrower, as applicable) in the ownership structure of the

Borrower shall require prior approval of the Florida Housing Board of Directors. Any material change will require review and approval of the credit underwriter and prior approval of the Florida Housing Board of Directors. Any non-material change shall require prior approval of the Florida Housing Board of Directors. Changes caused by death, transfers in regard to pledges of interests under the Partnership Agreement, and changes to the investor limited partner interests shall not require prior approval; however, the Borrower shall provide Florida Housing with notice of any such change in a majority of the Investor Limited Partner interests and any action under such pledges.

The following shall be permitted, unless prohibited by the Rule, and shall not require the prior written approval of Florida Housing: (a) the removal of the General Partner or the Special Limited Partner in accordance with the Partnership Agreement, and the replacement thereof with Investor Limited Partner or any of its affiliates, (b) the transfer of ownership interests in Investor Limited Partner or the interest of the Investor Limited Partner to any of its affiliates, (c) upon the expiration of the tax credit compliance period, the transfer of the interests of Investor Limited Partner in Borrower to the General Partner, the Special Limited Partner or any of its affiliates, and (d) any amendment to the Partnership Agreement to memorialize the transfers or removal described above. The Borrower shall provide Florida Housing with prompt written notice of any such change described in this paragraph.

ARTICLE VIII

Term. This Agreement shall become effective upon its execution and delivery and shall remain in full force and effect for fifty (50) years from the later of (i) the date the first unit within the Development is occupied, or (ii) the Loan closing date, unless earlier terminated pursuant to Article XII.

ARTICLE IX

Damage, Destruction or Condemnation of the Development. In the event that the Development is damaged or destroyed or title to the Development, or any part thereof, is taken by any governmental body through the exercise or the threat of the exercise of the power of eminent domain, subject to the rights of the First Mortgagee and the provisions of the First Mortgage regarding same, the Borrower shall deposit with Florida Housing any insurance proceeds or any condemnation award, and shall promptly commence to rebuild, replace, repair or restore the Development in such manner as is consistent with the Loan Documents. Florida Housing shall make any such insurance proceeds or condemnation award moneys available to provide funds for such restoration work. In the event that the Borrower fails to commence or to complete the rebuilding, repair, replacement or restoration of the Development after notice from Florida Housing, Florida Housing shall have the right, in addition to any other remedies granted in the Loan Documents or at law or in equity, to repair, restore, rebuild or replace the Development so as to prevent the occurrence of a default hereunder.

ARTICLE X

Enforcement. If the Borrower defaults (by its action or inaction) in the performance of its obligations under this Agreement or breaches any covenant, agreement or warranty of the

Borrower set forth in this Agreement, and if such default remains uncured for a period of thirty (30) days after notice thereof shall have been given by Florida Housing to the Borrower (or for an extended period approved by Florida Housing if such default stated in such notice can be corrected, but not within such thirty (30) day period, and if the Borrower commences such correction within such thirty (30) day period, and thereafter diligently pursues the same to completion within such extended period), then Florida Housing may terminate all rights of the Borrower under this Agreement and may take any other action at law or in equity or otherwise, whether for specific performance of any covenant in this Agreement or such other remedy as may be deemed most effectual by Florida Housing to enforce the obligations of the Borrower with respect to the Development. If a default by the Borrower under this Agreement is not cured within a reasonable time, Florida Housing shall institute foreclosure proceedings against the Development, but only as provided in the SAIL Mortgage and the ELI Mortgage, and subject to the terms and conditions of the Subordination Agreement until such agreement has expired or terminated.

Notwithstanding any of the foregoing, Florida Housing will have the right to seek specific performance of any of the covenants and requirements of this Agreement concerning the construction and operation of the Development.

ARTICLE XI

Recording and Filing; Covenants to Run with the Land.

11.1. Upon execution and delivery by the parties hereto, the Borrower shall cause this Agreement and all amendments and supplements hereto to be recorded and filed in the Official Public Records of the County and in such manner and in such other places as Florida Housing may reasonably request, and shall pay all fees and charges incurred in connection therewith.

11.2. This Agreement and the covenants contained herein shall run with the land and shall bind, and the benefits shall inure to, respectively, the Borrower and Florida Housing and their respective successors and assigns during the Term of this Agreement.

ARTICLE XII

Subordination and Foreclosure. In the event of a foreclosure and sale of the Land and/or Development or receipt of a deed or an assignment in lieu of foreclosure pursuant to a default under the First Mortgage and/or the Second Mortgage related to the Development, this Agreement shall be null and void and of no further force and effect, provided, however, that if a "Related Party" to the Borrower as defined in the Internal Revenue Code should purchase the Development following a foreclosure or a deed or an assignment in lieu of foreclosure, the use restrictions shall be reinstated as of the date of transfer to any such Related Party.

ARTICLE XIII

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State, both substantive and governing remedies.

ARTICLE XIV

Notice and Effect. All notices and other communications to be made or permitted to be made hereunder shall be in writing and shall be delivered to the addresses shown below or to such other addresses that the parties may provide to one another in accordance herewith. Such notices and other communications shall be given by any of the following means: (a) personal service; or (b) national express air courier, provided such courier maintains written verification of actual delivery. Any notice or other communication given by the means described in subsection (a) or (b) above shall be deemed effective upon the date of receipt or the date of refusal to accept delivery by the party to whom such notice or other communication has been sent.

Florida Housing:	Florida Housing Finance Corporation 227 North Bronough Street, Suite 5000 Tallahassee, Florida 32301-1329 Attention: Executive Director Telephone: (850) 488-4197
with a copy to:	Latham, Luna, Eden & Beaudine, LLP 201 South Orange Ave., Suite 1400 Orlando, Florida 32801 Attention: Jan Albanese Carpenter, Esq. Telephone: (407) 481-5800 Email: Jcarpenter@lathamluna.com
Borrower:	HTG Astoria, Ltd. 3225 Aviation Avenue, 6th Floor Coconut Grove, Florida 33133 Attention: Matthew Rieger Telephone: (305) 860-8188 Email: mattr@htgf.com
with a copy to:	Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A. 150 W. Flagler Street, Suite 2200 Miami, Florida 33130 Attention: Rick Deutch, Jr., Esq. Telephone: (305) 789-4108 Email: Rdeutch@stearnsweaver.com

and a copy to Borrower's Investor Limited Partner:	RJTCF 51-HTG Astoria L.L.C. c/o Raymond James Affordable Housing Investments, Inc. 880 Carillion Parkway St. Petersburg, Florida 33716 Attention: Steven J. Kropf, President
with a copy to:	Nixon Peabody, LLP 53 State Street Boston, Massachusetts 02109 Attention: Nate Bernard, Esq. Telephone: (617) 345-1236 Email: Nbernard@nixonpeabody.com
Servicer:	AmeriNat® 5130 Sunforest Drive, Suite 150 Tampa, Florida 33634 Attention: Mark Fredericks Telephone: (813) 282-4800 Ext. 1517 Email: mfredericks@amerinatls.com

Any addressee may change its address by giving the other parties hereto notice of such change of address in accordance with the foregoing provisions. Notwithstanding the foregoing, notice by email shall be ineffective as notice under this Agreement and the Loan Documents.

ARTICLE XV

Miscellaneous.

15.1. Compliance with Low-Income Housing Tax Credit Requirements. Nothing in this Agreement shall modify or affect any agreement to set aside units in the Development that the Borrower has made or may make with Florida Housing in any application for low-income housing tax credits under Section 42 of the Internal Revenue Code of 1986, as amended with respect to such tax credits (the "Code") or in any Extended Low Income Housing Agreement executed or to be executed in connection therewith. In the event of any conflict, the Act, the Program and this Agreement shall control with respect to the requirements of the Program, and Section 42 of the Code and any such Extended Low Income Housing Agreement shall control with respect to the requirements of the eligibility for tax credits.

15.2. Unless the context clearly requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa. This Agreement and all the terms and provisions hereof shall be construed to effectuate the purposes set forth herein and to sustain the validity hereof.

15.3. The terms and phrases used in the recitals of this Agreement have been included for convenience of reference only and the meaning, construction and interpretation of all such terms and phrases for purposes of this Agreement shall be determined by references to Article I of this Agreement. The titles and headings of the sections of this Agreement have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Agreement or any provision hereof or in ascertaining intent, if any questions of intent shall arise.

15.4. If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions shall not in any way be affected or impaired.

15.5. This Agreement may be simultaneously executed in multiple counterparts, all of which shall constitute one and the same instrument and each of which shall be deemed to be an original.

15.6. The provisions of Section 5.5 of the SAIL Mortgage and Section 5.5 of the ELI Mortgage are incorporated herein by this reference.

15.7 Cure Rights of Investor Limited Partner. Notwithstanding anything to the contrary contained herein or any other Loan Document, Florida Housing agrees that any cure of any default made or tendered by Borrower's Investor Limited Partner shall be deemed to be a cure by Borrower and shall be accepted or rejected on the same basis as if made or tendered by Borrower.

[COUNTERPART SIGNATURE PAGES TO FOLLOW]

COUNTERPART SIGNATURE PAGE FOR
LAND USE RESTRICTION AGREEMENT

(Astoria On 9th / SAIL / ELI / RFA 2021-205 / 2022-137BSN))

IN WITNESS WHEREOF, Florida Housing and the Borrower have caused this Agreement to be executed and delivered on their behalf by their duly authorized representatives as of the date first set forth above.

HTG ASTORIA, LTD., a Florida limited partnership

Name: Jay Neare

Name: Glenda Brown

By: HTG Astoria, LLC, a Florida limited liability company, its special limited partner

By: _____
Matthew Rieger, Manager

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 21 day of February, 2023, by MATTHEW RIEGER, as Manager of HTG ASTORIA, LLC, a Florida limited liability company, special limited partner of HTG ASTORIA, LTD., a Florida limited partnership, on behalf of the limited liability company and limited partnership. Said person is *(check one)* ☑ personally known to me or ☐ has produced a valid driver's license as identification.

[Notary Seal]

Notary Public State of Florida
Glenda Brown
My Commission
HH 274894
Exp. 6/12/2026

_____
Signature of person taking acknowledgment
Name (typed, printed or stamped):_____
Title or Rank:_____
Serial number (if any):_____

COUNTERPART SIGNATURE PAGE FOR
LAND USE RESTRICTION AGREEMENT

(Astoria on 9th / SAIL / ELI / RFA 2021-205 / 2022-137BSN)

IN WITNESS WHEREOF, Florida Housing and the Borrower have caused this Agreement to be executed and delivered on their behalf by their duly authorized representatives as of the date first set forth above.

WITNESSES:

Print: Lenard Randolph

Print: LISA C. WALKER

FLORIDA HOUSING FINANCE CORPORATION

By: _____
Marisa G. Button
Managing Director of Multifamily Programs

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me by ✓ physical presence or ____ online notarization this 16th day of February, 2023, by MARISA G. BUTTON, as Managing Director of Multifamily Programs for FLORIDA HOUSING FINANCE CORPORATION, a public corporation and a public body corporate and politic duly created and existing under the laws of the State of Florida, on behalf of Florida Housing. Said person is personally known to me or has produced a valid driver's license as identification.

LISA C. WALKER MY COMMISSION EXPIRES NOVEMBER 26, 2023 #GG 934943 Bonded thru Troy Fain Insurance NOTARY PUBLIC, STATE OF FLORIDA

_____
Notary Public; State of Florida
Print Name: LISA C. WALKER
My Commission Expires: 11-26-23
My Commission No.: GG 934943

EXHIBIT "A"

LEGAL DESCRIPTION

(Astoria On 9th)

Lots 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, of GILLEY PATTEN'S ADDITION TO THE CITY OF BRADENTOWN, KNOWN AS SECOND ADDITION TO EDGEWOOD, according to the Plat thereof, recorded in Plat Book 1, Page 301, of the Public Records of Manatee County, Florida.

EXHIBIT "B"

(Astoria On 9th / RFA 2021-205 / 2022-137BSN)

DESCRIPTION OF FEATURES AND AMENITIES

A. The Development will consist of:

120 Units located in 1 Mid-Rise residential building

Unit Mix:

One-Hundred Two (102) one bedroom/one bath units:

Eighteen (18) two bedroom/two bath units;

120 Total Units

B. All units are expected to meet all requirements as outlined below. The quality of the construction features committed to by the Borrower is subject to approval of the Board of Directors.

The Development must meet all federal requirements and state building code requirements, including the following, incorporating the most recent amendments, regulations, and rules: The Federal Fair Housing Act as implemented by 24 CFR 100, Florida Accessibility Code for Building Construction as adopted pursuant to Section 553.503, F.S., Section 504 of the Rehabilitation Act of 1973, and Titles II and III of the Americans with Disabilities Act ("ADA") of 1990 as implemented by 28 CFR 35.

All Developments must meet accessibility standards of Section 504. Section 504 accessibility standards require a minimum of 5 percent of the total dwelling units, but not fewer than one unit, to be accessible for individuals with mobility impairments. An additional 2 percent of the total units, but not fewer than one unit, must be accessible for persons with hearing or vision impairments. All of the accessible units must be equally distributed among different unit sizes and Development types and must be dispersed on all accessible routes throughout the Development.

C. The Development must provide the following General Features:

1. Broadband infrastructure which includes cables, fiber optics, wiring, or other infrastructure, as long as the installation results in accessibility in each unit;

2. Termite prevention;

3. Pest control;

4. Window covering for each window and glass door inside each unit;

5. Cable or satellite TV hook-up in each unit and, if the Development offers cable or satellite TV service to the residents, the price cannot exceed the market rate for service of similar quality available to the Development's residents from a primary provider of cable or satellite TV;

6. Washer and dryer hook ups in each of the Development's units or an on-site laundry facility for resident use. If the proposed Development will have an on-site laundry facility, the following requirements must be met:

   - There must be a minimum of one (1) Energy Star certified washer and one (1) Energy Star certified or commercial grade dryer per every 15 units. To determine the required number of washers and dryers for the on-site laundry facility; divide the total number of the Development's units by 15, and then round the equation's total up to the nearest whole number;
   - At least one washing machine and one dryer shall be front loading that meets the accessibility standards of Section 504; and
   - If the proposed Development consists of Scattered Sites, the laundry facility shall be located on each of the Scattered Sites, or no more than 1/16 mile from the Scattered Site with the most units, or a combination of both.

7. At least two full bathrooms in all 3 bedroom or larger new construction units;

8. Bathtub with shower in at least one bathroom in at least 90% of the new construction non-Elderly units;

9. Elderly Developments must have a minimum of one elevator per residential building provided for all Elderly Set-Aside Units that are located on a floor higher than the first floor.

10. Elderly Demographic Developments that are new construction units must have a full-size range and oven.

D. The Development must provide the following. Required Accessibility Features, regardless of the age of the Development:

Federal and state law and building code regulations requires that programs, activities, and facilities be readily accessible to and usable by persons with disabilities. Florida Housing requires that the design, construction, or alteration of its financed Developments be in compliance with federal and state accessibility requirements. When more than one law and accessibility standard applies, the Borrower shall comply with the standard (2010 ADA Standards, Section 504, Fair Housing Act, or Florida Building Code, Accessibility) which affords the greater level of accessibility for the residents and visitors. Areas required to be made accessible to mobility-impaired residents and their visitors, including those in

wheelchairs, shall include, but not be limited to, accessible routes and entrances, paths of travel, primary function areas, parking, trash bins, mail and package receiving areas for residents, pool and other amenities, including paths of travel to amenities and laundry rooms, including washers and dryers.

E. The Development must provide the following Accessibility Features in all units:

1. Primary entrance doors on an accessible route shall have a threshold with no more than a ½-inch rise;

2. All door handles on primary entrance door and interior doors must have lever handles;

3. Lever handles on all bathroom faucets and kitchen sink faucets;

4. Mid-point on light switches and thermostats shall not be more than 48 inches above finished floor level; and

5. Cabinet drawer handles and cabinet door handles in bathroom and kitchen shall be lever or D-pull type that operate easily using a single closed fist.

F. All Elderly (ALF or Non-ALF) Demographic Developments must provide the following Accessibility Features:

- 20 percent of the new construction units must have roll-in showers.

- Horizontal grab bars in place around each tub and/or shower, or a Corporation-approved alternative approach for grab bar installation. The installation of the grab bars must meet or exceed 2010 ADA Standards for Accessible Design, Section 609. In addition, the following standards for grab bars are required:

  - If a bathtub/shower combination with a permanent seat is provided, grab bars shall be installed to meet or exceed 2010 ADA Standards for Accessible Design, Section 607.4.1.

  - If a bathtub/shower combination without a permanent seat is provided, grab bars shall be installed to meet or exceed 2010 ADA Standards for Accessible Design, Section 607.4.2.

  - If a roll-in shower is provided, grab bars shall be installed to meet or exceed 2010 ADA Standards for Accessible Design, Section 608.3.2;

- Reinforced walls for future installation of horizontal grab bars in place around each toilet, or a Corporation-approved alternative approach for grab bar installation. The installation of the grab bars must meet or exceed the 2010 ADA Standards for Accessible Design;

- All bathrooms in all new construction units must have vanity cabinets with at least one roll-out shelf or drawer in bottom of cabinet;

- Adjustable shelving in master bedroom closets (must be adjustable by resident); and

- In one of the kitchen's base cabinets, there shall be a large bottom drawer that opens beyond full extension, also referred to as an "over-travel feature." Drawers with the over-travel feature allow drawers to extend completely past the cabinet front so all the contents can be accessed. The drawer shall be deep and wide enough to store pots and pans and the drawer slides shall have a weight load rating of a minimum of 100 pounds. The drawers shall be mounted on a pair of metal side rails that are ball-bearing.

G. Green Building Features required in all Developments:

All new construction units and, as applicable, all common areas must have the features listed below:

a. Low or No-VOC paint for all interior walls (Low-VOC means 50 grams per liter or less for flat; 150 grams per liter or less for non-flat paint);

b. Low-flow water fixtures in bathrooms – WaterSense labeled products or the following specifications:
   i. Toilets: 1.28 gallons/flush or less,
   ii. Urinals: 0.5 gallons/flush,
   iii. Lavatory Faucets: 1.5 gallons/minute or less at 60 psi flow rate,
   iv. Showerheads: 2.0 gallons/minute or less at 80 psi flow rate;

c. Energy Star certified refrigerator;

d. Energy Star certified dishwasher;

e. Energy Star certified ventilation fan in all bathrooms;

f. Water heater minimum efficiency specifications:
   - Residential Electric:
     i. Up to 55 gallons = 0.95 EF or 0.92 UEF; or
     ii. More than 55 gallons = Energy Star certified; or
     iii. Tankless = 0.97 EF and Max GPM of ≥ 2.5 over a 77◦ rise or 0.87 UEF and GPM of ≥ 2.9 over a 67◦ rise;
   - Residential Gas (storage or tankless/instantaneous): Energy Star certified
   - Commercial Gas Water Heater: Energy Star certified;

g. Energy Star certified ceiling fans with lighting fixtures in bedrooms;

h. Air Conditioning (in-unit or commercial):
   i. Air-Source Heat Pumps – Energy Star certified:
      a. ≥8.5 HSPF/ ≥15 SEER/ ≥12.5 EER for split systems
      b. ≥8.2 HSPF/ ≥15 SEER/ ≥12 EER for single package equipment including gas/electric package units
   ii. Central Air Conditioners – Energy Star certified:
      a. ≥15 SEER/ ≥12.5 EER* for split systems
      b. ≥15 SEER/ ≥12 EER* for single package equipment including gas/electric package units.

      NOTE: Window air conditioners and portable air conditioners are not allowed. Package Terminal Air Conditioners (PTACs) / Package Terminal Heat Pumps (PTHPs) are allowed in studio and 1 bedroom units;

In addition to the required Green Building Features outlined above, proposed Developments with a Development Category of New Construction or Redevelopment, with or without acquisition, must commit to achieve one of the following Green Building Certification programs:

_____ Leadership in Energy and Environmental Design (LEED); or

_____ Florida Green Building Coalition (FGBC); or

__X__ ICC 700 National Green Building Standard (NGBS); or

_____ Enterprise Green Communities.

H. Borrowers who select the Elderly (ALF or Non-ALF) Demographic must provide the required following Resident Program:

24 Hour Support to Assist Residents In Handling Urgent Issues

An important aging in place best practice is providing the residents access to property management support 24 hours per day, 7 days a week to assist them to appropriately and efficiently handle urgent issues or incidents that may arise. These issues may include, but are not limited to, an apartment maintenance emergency, security or safety concern, or a health risk incident in their apartment or on the property. The management's assistance will include a 24/7 approach to receiving residents' requests for assistance that will include a formal written process for relevant property management staff to effectively assess and provide assistance for each request.

This assistance may include staff:

• visiting or coordinating a visit to a resident's apartment to address an urgent maintenance issue;
• responding to a resident being locked out of their apartment;

- contacting on-site security or the police to address a concern;
- providing contact information to the resident and directing or making calls on a resident's behalf to appropriate community-based emergency services or related resources to address an urgent health risk incident;
- calling the resident's informal emergency contact; or
- addressing a resident's urgent concern about another resident.

Property management staff shall be on site at least 8 hours daily, but the 24- hour support approach may include contracted services or technology to assist the management in meeting this commitment, if these methods adequately address the intent of this service. The Development's owner and/or designated property management entity shall develop and implement policies and procedures for staff to immediately receive and handle a resident's call and assess the call based on a resident's request and/or need.

At a minimum, residents shall be informed by the property management, at move-in and via a written notice(s)/instructions provided to each resident and displayed in the Development's common or public areas, that staff are available to receive resident calls at all times. These notices shall also provide contact information and direction to first contact the community-based emergency services if they have health or safety risk concerns.

I. The Borrower must provide the following Resident Programs:

The quality of the Resident Programs committed to by the Borrower is subject to approval of the Board of Directors. The availability of the Resident Programs must be publicized on an ongoing basis such as through community newsletters, bulletin board posts, or flyers.

1. Daily Activities

   The Borrower or its Management Company must provide on-site supervised, structured activities, at no cost to the resident, at least five days per week which must be offered between the hours of 8:00 a.m. and 7:00 p.m. If the Development consists of Scattered Sites, this resident program must be provided on the Scattered Site with the most units.

2. Adult Literacy

   The Borrower or its Management Company must make available, at no cost to the resident, literacy tutor(s) who will provide weekly literacy lessons to residents in private space on-site. Various literacy programming can be offered that strengthens participants' reading, writing skills, and comprehension, but at a minimum, these must include English proficiency and basic reading education. Training must be held between the hours of 8:00 a.m. and 7:00 p.m. and electronic media, if used, must be used in conjunction with live instruction. If the Development consists of Scattered Sites, this resident program must be provided on the Scattered Site with the most units.

3. Assistance with Light Housekeeping, Grocery Shopping and/or Laundry

The Borrower or its Management Company must provide residents with a list of qualified service providers for (a) light housekeeping, and/or (b) grocery shopping, and/or (c) laundry and will coordinate, at no cost to the resident, the scheduling of services. The Developer or Management Company shall verify that the services referral information is accurate and up-to-date at least once every six months.

EXHIBIT "C"

ELI COUNTY CHART

(RFA 2021-205)

County	ELI Set Aside AMI Level	County	ELI Set Aside AMI Level
Alachua	33%	Lee	33%
Baker	33%	Leon	30%
Bay	35%	Levy	40%
Bradford	40%	Liberty	40%
Brevard	33%	Madison	40%
Broward	28%	Manatee	30%
Calhoun	40%	Marion	40%
Charlotte	35%	Martin	33%
Citrus	40%	Miami-Dade	25%
Clay	33%	Monroe	25%
Collier	28%	Nassau	30%
Columbia	40%	Okaloosa	30%
DeSoto	40%	Okeechobee	40%
Dixie	40%	Orange	30%
Duval	33%	Osceola	30%
Escambia	33%	Palm Beach	28%
Flagler	33%	Pasco	33%
Franklin	40%	Pinellas	33%
Gadsden	30%	Polk	40%
Gilchrist	33%	Putnam	40%
Glades	40%	Saint Johns	33%
Gulf	40%	Saint Lucie	33%
Hamilton	40%	Santa Rosa	33%
Hardee	40%	Sarasota	30%
Hendry	40%	Seminole	30%
Hernando	33%	Sumter	35%
Highlands	40%	Suwannee	40%
Hillsborough	33%	Taylor	40%
Holmes	40%	Union	40%
Indian River	33%	Volusia	35%
Jackson	40%	Wakulla	35%
Jefferson	30%	Walton	33%
Lafayette	40%	Washington	40%
Lake	30%		

Prepared by:
Richard E. Deutch, Jr., Esq
Stearns Weaver Miller
Weissler Alhadeff & Sitterson, P.A.
150 West Flagler Street, Suite 2200
Miami, Florida 33130

AMENDMENT TO
LAND USE RESTRICTION AGREEMENT

FOR: HTG ASTORIA, LTD. - ASTORIA

This Amendment to the Land Use Restriction Agreement (the "Amendment") is made and entered into as of the _____ day of _____, 2026, by and between the City of Bradenton, a municipal corporation existing by and under the laws of the State of Florida ("City"), the Community Redevelopment Agency of the City of Bradenton, a dependent special district of the City of Bradenton ("CRA"), and HTG Astoria, Ltd., a Florida limited partnership (hereinafter referred to as the "Owner").

WHEREAS, the Owner previously executed that certain Land Use Restriction Agreement dated March 3, 2023 and recorded on March 3, 2023 under **Instrument Number 202341022294** of the Public Records of Manatee County, Florida (the "Agreement"), encumbering the real property described therein (the "Property"); and

WHEREAS, the Owner ~~is~~ developed~~ing~~ the Property with approximately 120 units of elderly, affordable multifamily rental housing (the "Project"); and

WHEREAS, the Agreement was recorded for the purpose of evidencing the waiver of certain impact fees, in order to construct the Project with affordable housing, and the City has agreed to provide these financial incentives for this purpose; and

WHEREAS, the Owner desires to amend the Agreement so that the definition of "elderly housing", as defined in section 1.1(e) of the Agreement, conforms to the requirements of Section 2-29-90(a)(5), as amended, of Manatee County Ordinance 16-03 (the "Ordinance") and the criteria contained in the Fair Housing Act, the Fair Housing Amendments Act of 1988, the Housing for Older Persons Act of 1995 (HOPA), 42 U.S.C. §3601-19, and Section 760.29, Florida Statutes (collectively, the "Acts"); and

WHEREAS, the Owner now finds it necessary and appropriate to amend the Agreement to ensure the Project remains eligible for the exemptions and benefits provided by the Ordinances.

NOW THEREFORE, the Agreement is hereby amended as follows:

1. The Agreement is hereby amended and remains in full force and effect and unmodified except as expressly amended hereby.

2. The definition set forth in Section 1.1(e) for "Elderly Affordable Housing" is hereby deleted in its entirety and replaced with the following:

(e) **Elderly Affordable Housing:** means a development wherein (1) all units are intended for, and solely occupied by, persons 62 years of age or older, or (2) at least eighty percent (80%) of the units shall be occupied or held available for occupancy by at least one (1) resident that is 55 years of age or older, or (3) provided under any state or federal program that the Secretary of United States Department of Housing and Urban Development determines is specifically designed and operated to assist elderly persons, as defined in the state or federal program. The Borrower may choose any of the options above at any time to remain in compliance with the Land Use Restriction Agreement and its amendments. For option (2) above, the Development must publish and adhere to policies and procedures that demonstrate its intent to operate as housing for persons 55 years of age or older, in accordance with the factors listed in 24 C.F.R. Part 100.306 and Section 760.29(4)(b)(3), Florida Statutes.~~**Elderly Affordable Housing**: the term "elderly housing" shall mean Affordable Housing that is intended for, and occupied by, persons that satisfy the criteria set forth in Section 2-29-90(a)(5) of Manatee County Ordinance 16-03, as amended, and the Acts and Florida Statutes, and described below which shall include housing which provides for the following:~~

~~A prohibition for any resident under the age of eighteen (18) years from residing in any dwelling unit as a Permanent Resident; and either 2.a.ii or 2.a.iii~~

~~At least eighty percent (80%) of the occupied units are occupied by at least one (1) person fifty-five (55) years of age or older; or~~

~~All occupied dwelling units are occupied solely by persons sixty-two (62) years of age or older, consistent with the Acts and Ordinances.~~"

3. In the event of any conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement, the terms and provisions of this Amendment shall control. Any capitalized terms not defined in this Amendment shall have the meaning as set forth in the Agreement or the Acts and Ordinances.

4. Owner represents and warrants that no default has occurred and is continuing as of the date of this Amendment.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the Owner, City and CRA have executed this Amendment as of the day and year first written above.

WITNESSES:

_____
(Signature)

Print Name:_____
Address:_____

_____
(Signature)

Print Name: _____
Address: _____

"OWNER"

HTG ASTORIA, LTD., a
Florida limited partnership

By: HTG ASTORIA, LLC, a
Florida limited liability company, its
Special Limited Partner

By:_____
Matthew Rieger, Manager

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2026, by Matthew Rieger, as Manager of HTG ASTORIA, LLC, a Florida limited liability company, Special Limited Partner of HTG ASTORIA, LTD., a Florida limited partnership, on behalf of the company and limited partnership, ☐ being personally known to me or ☐ having produced _____ as identification.

My Commission Expires:

_____
Notary Public, State of Florida

(seal)

CITY OF BRADENTON, FLORIDA

_____

By: Gene Brown
Its: Mayor

ATTEST: _____
Name: Tamara Melton
Title: City Clerk

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2026, by Gene Brown, Mayor of the City of Bradenton who ☐ is personally known to me or ☐ has produced _____ as identification.

Notary Public: _____ SEAL:

Printed Name:_____

My Commission expires: _____

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BRADENTON

_____

By: Josh Cramer
Its: CRA Chair

ATTEST: _____
Name: Ekaterini Gerakios-Siren
Title: CRA Executive Director

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2026, by _____, _____ of the Community Redevelopment Agency of the City of Bradenton who ☐ is personally known to me or ☐ has produced _____ as identification.

Notary Public: _____ SEAL:

Printed Name:_____

My Commission expires: _____

AGENDA ITEM NO. 6.i

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: April 22, 2026

SUBMITTED BY: Marcus Kerber, Purchasing

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Agreement for Construction Manager at Risk (CMAR) Preconstruction Services with Quality Enterprises USA, Inc. for Downtown Bradenton Water Main Improvements

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
On October 24, 2025, City of Bradenton advertised Request for Qualifications (RFQ) 26-006MK to select a firm for Construction Manager at Risk (CMAR) Services for Downtown Bradenton Water Main Improvements. Notice of this RFQ was made through OpenGov, 22,304 vendors were notified, 624 vendors viewed the solicitation, and 5 vendors submitted an offer. On December 5, 2025, a three-member evaluation committee reviewed and scored each of the proposals based on the ability of professional personnel, proposer's past performance and experience, and project approach. Three proposers were shortlisted to participate in a presentation and question and answer session on December 15, 2025. After the presentation and question and answer session with each of the firms, the Committee reconvened and awarded to the highest-ranking proposer, Quality Enterprises USA. Following selection of Quality Enterprises USA to provide CMAR services for Downtown Bradenton Water Main Improvements a contract for these services was negotiated. Purchasing is now bringing forward the resulting contract.

FINANCIAL IMPACT:

Funding Source 40659000-563000-26539.

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed and approved by Attorney Scott Rudacille.

SUGGESTED MOTION:
Motion to approve the Agreement for CMAR Preconstruction Services with Quality Enterprises USA, Inc. for Downtown Bradenton Water Main Improvements.

ATTACHMENTS:
Agreement with Quality Enterprises USA, Inc.

AGREEMENT FOR
CONSTRUCTION MANAGER AT RISK
PRECONSTRUCTION SERVICES FOR DOWNTOWN BRADENTON WATER MAIN IMPROVEMENTS

THIS AGREEMENT (the "Agreement") is made and entered into as of the date of execution by both parties, by and between the **City of Bradenton**, a political subdivision of the State of Florida (the "City"), and **Quality Enterprises USA, Inc.**, a Florida corporation (the "Construction Manager" or "CM").

WITNESSETH

WHEREAS, the City intends to undertake the project described as design and construction of Downtown Bradenton Water Main Improvements (the "Project"), which requires construction manager at risk services; and

WHEREAS, the City issued Solicitation Type (RFQ) 26-006MK on October 24th, 2025 (the "Solicitation"); and

WHEREAS, the City evaluated and ranked proposals received in accordance with applicable Florida statues, City ordinances and policies, and found the CM qualified to perform the necessary services; and

WHEREAS, the City requires certain preconstruction services for the Project;

WHEREAS, the CM has reviewed the preconstruction services required pursuant to this Agreement and is qualified, willing, and able to provide and perform all such services in accordance with this Agreement; and

WHEREAS, subsequent phases, if authorized, shall encompass services as required to complete construction of the Project, as contemplated by the RFQ, and shall be authorized solely by written amendment to this Agreement; and

NOW, THEREFORE, the City and the CM, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, do agree as follows:

I. DEFINITIONS

A. Administrative Agent: the Administrative Agent is the City's staff representative for this Agreement, and whose responsibilities are set forth in Section XIII.

B. Agreement Documents: the Agreement Documents shall include this Agreement, the Description of Work, the Preconstruction Schedule, the Preconstruction Phase Fee Schedule, the Solicitation, the General Terms and Conditions of Solicitations, and the Purchase Order(s), all of which are incorporated into this Agreement by reference.

C. Allowance: a particular line item or unit cost budget for items not finalized at the time of City's acceptance of the Guaranteed Maximum Price (GMP). An unused allowance or allowance underruns shall be reallocated to the City's Contingency (within the GMP) via execution of a change order.

D. Change Order: a written order signed by the City, the Architect/Engineer, and the Contractor authorizing a change in the Construction Documents and, if necessary, a corresponding adjustment to the Cost of Work.

E. Construction Documents: final working drawings and specifications required to demolish existing improvements (if any) and construct the Project.

F. Cost of Work: the costs necessarily incurred by the CM in the proper performance of the Work. Such costs shall be in accordance with the Preconstruction Phase Fee Schedule attached hereto, and at rates not higher than those customarily paid at the place of the Project except with prior consent of the City.

G. Design Consultant: the Design Consultant for the Project is Jacobs Engineering Group, Inc.

H. Guaranteed Maximum Price (GMP): the sum of the CM's Cost of Work and the CM's fee for the performance and completion of all the services for the Construction Phase of the Project, including but not limited to the completion of the Work in accordance with the Construction Documents.

I. Preconstruction Phase Fee Schedule: the sum to be paid for providing all Preconstruction Phase services, as set forth in this Agreement, and as contemplated in the RFQ.

J. Project Schedule: the Project Schedule shall mean the timeline prepared by the CM and approved by the City for accomplishing the Project, and which may be attached hereto and incorporated herein as an Exhibit.

K. Project Team: the term Project Team, shall include the City, the Design Consultant, and the CM.

L. Substantial Completion: the point in the progress of the Work when the Project or designated portion thereof is sufficiently complete in accordance with the Construction Documents so that the City is able to fully occupy and fully utilize the Project for its intended use with all certificates of occupancy obtained.

M. Work: this term shall mean any and all authorized and approved work, materials, supplies, tools, fixtures, labor, services, equipment, construction management and contract administration preconstruction services for the design and Project development to be performed and provided by the CM (and its agents, employees, and subcontractors) pursuant to this Agreement, and any attachments attached hereto and incorporated herein.

II. CONSTRUCTION MANAGER'S PRECONSTRUCTION SERVICES

A. The CM agrees to diligently provide all preconstruction services for the Project and to perform the required services as described in Exhibit A, the Work, attached hereto and incorporated herein.

B. The Agreement shall commence immediately upon execution by both the City and the CM and shall continue through the completion of the Work for the Project in accordance with Exhibit B, Preconstruction Schedule, attached hereto and incorporated herein. Notwithstanding the preceding sentence, CM shall perform no work under this Agreement until receipt of a Purchase Order.

III. COMPENSATION AND PAYMENT OF CONSTRUCTION MANAGER'S PRECONSTRUCTION SERVICES

A. The City shall pay the CM for the Work performed hereunder and completed in accordance

with the terms and conditions of this Agreement an amount not to exceed Seventy Thousand Six Hundred Sixty Dollars and Zero Cents ($70,660.00), as the total agreement amount for performing the tasks as set forth in the Scope of Services and further described in the Fee Schedule, attached hereto and incorporated herein. Said total amount to be all inclusive of costs necessary to provide all services as outlined in this Agreement.

B. CM represents and warrants that wage rates and other factual unit costs supporting the compensation relative to this Agreement shall be accurate, complete, and current at the time of entering into this Agreement. The amounts set forth in the Agreement will be adjusted to exclude any significant sums by which the Cost of Work was increased where the City determines such increase is due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such adjustments must be made within one year following completion of the Agreement.

C. The City's performance and obligations to pay under this Agreement is contingent up on an appropriation of lawfully available funds by the City Council. The City shall promptly notify the CM if the necessary appropriation is not made.

IV. METHOD OF PAYMENT

A. The City shall pay the CM in accordance with the Local Government Prompt Payment Act set forth in §218.70, et seq. F.S., upon receipt of the CM's invoice and written approval of same by the City's Administrative Agent indicating that the Work has been performed in conformity with this Agreement.

B. The CM shall submit invoices for payment to the address indicated on the purchase order for the Work pursuant to Exhibit C, Preconstruction Phase Fee Schedule attached hereto and incorporated herein.

C. The CM's invoices shall be in a form satisfactory to the City. The CM is responsible for providing all necessary documentation that may be required by the City.

V. ADDITIONAL SERVICES

A. No changes to this Agreement or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the CM and the City.

B. If the City's Administrative Agent requires the CM to perform additional services related to this Agreement, then the CM shall be entitled to additional compensation based on the Fee Schedule, as amended, to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Agreement by written amendment. The City shall not pay for any additional service or work performed prior to the execution of a written amendment to this Agreement.

C. Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the CM, the CM shall not be entitled to additional compensation.

VI. LIABILITY OF CONSTRUCTION MANAGER

A. The CM shall save, defend, indemnify and hold harmless the City from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the CM arising out of or in any way connected with the CM or subcontractor's performance or failure to perform under the terms of this Agreement.

B. This section shall survive the termination or expiration of this Agreement.

VII. CONSTRUCTION MANAGER'S INSURANCE

CM shall procure and maintain insurance as specified in the Solicitation.

VIII. RESPONSIBILITIES OF THE CONSTRUCTION MANAGER

A. CM accepts the relationship of trust and confidence established between CM and City by this Agreement and covenants that it is acting in a fiduciary capacity to protect the City's interests. CM covenants to furnish its best skill and judgement and to cooperate with City and the Design Consultant for the duration of the Project in accordance with the Agreement in an expedient and efficient manner.

B. The CM warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the CM) to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CM, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.

C. CM agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a CM's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Agreement in accordance with the provisions contained herein.

D. Pursuant to §287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of pubic building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a CM, supplier, subcontractor, or CM under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in §287.014 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

E. The CM shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the Work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

F. The CM shall maintain books, records, documents, and other evidence directly pertaining to or connected with the Work under this Agreement which shall be available and accessible at the CM's offices for the purpose of inspection, audit, and copying during normal business

hours by the City, or any of its authorized representatives. Such records shall be retained for a minimum of ten (10) fiscal years (From October to September) after completion of the Project.

G. The CM shall notify the City's Administrative Agent at least three (3) days in advance of any meeting between the CM and any City Council Member, regulatory agency or private citizen relating to this Agreement.

H. The CM understands and acknowledges that pursuant to Ch. 934, F.S., Security of Communications; Surveillance, the City DOES NOT CONSENT to the interception and/or disclosure of its oral, wire, or electronic communications. Accordingly, the CM warrants it will not utilize nor deploy any electronic, mechanical, or other device (including bots, Artificial Intelligence, or similar software) to record, transcribe, or monitor any such communication during any non-public, in-person or virtual meetings between itself and the City. CM activities contrary to this warranty may constitute a felony under Ch. 934, implicate Ch. 119, F.S., Public Records, and/or constitute a material breach of this section and/or other section(s) of this Agreement (e.g. Records Retention, Audits, Ethics, Compliance, and Civility). Only duly authorized City personnel may grant an exception to this prohibition on a case-by-case basis.

IX. DESIGN REVIEW SERVICES

A. The CM acknowledges that the Project will be completed in accordance with the established Project Schedule and shall make recommendations to the Administrative Agent and Design Consultant regarding the drawings and specifications to facilitate the construction of the Work.

B. The CM shall thoroughly familiarize itself with the Project. Where appropriate and as requested, CM shall make written recommendations with respect to the Project, foundations, selection of systems and materials and cost reducing alternatives, and shall provide assistance to the Design Consultant and the Administrative Agent in evaluating alternatives and their long-term cost effects, as the Administrative Agent deems appropriate. The CM shall call to the attention of the Administrative Agent and Design Consultant any known or perceived defects in the design, drawings and specifications or other documents that CM notes, as soon as practicable after such defect is noted.

C. Any design error or omissions noted by the CM during this review shall be reported promptly to the Design Consultant and the Administrative Agent, but it is recognized that the CM's review is made in the CM's capacity as a contractor and not as a licensed design professional. The recommendations and advice of the CM concerning design alternatives shall be subject to the review and approval of the City.

D. The CM shall review the Construction Documents and make recommendations in writing to the Administrative Agent with respect to dividing the Work in such a manner as will permit the CM to take bids and award separate construction Trade Contracts. It shall make such divisions in a manner acceptable to the Administrative Agent, taking into consideration all factors such as natural and practical lines of severability, sequencing, effectiveness, access and availability constraints, total time for completion, construction market conditions, availability of labor and materials, community relations, availability of qualified local and minority contractor participation, and any other factors pertinent to saving time and cost.

E. The CM shall assess conditions in the construction market in an effort to identify factors that

will or may affect costs and time for completing the Project. The CM shall conduct review as may be reasonably necessary to: (1) determine and report on availability of labor, material, equipment, potential bidders and possible impact of any shortages or supplies of labor or material; and (2) in light of such determination, make recommendations with respect to long lead procurement, separation of construction into bid packages, sequencing of work, use of alternative materials, equipment or methods, other economics in design or construction and other matters that will promote cost savings and completion with the Project Schedule.

X. BASIS OF GUARANTEED MAXIMUM PRICE

A. The CM shall submit to the City a proposed GMP as described herein, and in the Work.

B. The CM acknowledges and agrees that the GMP proposal will include:

1. The entire scope of work and services solicited under the RFQ and all exhibits, attachments, schedules and addenda thereto, and this Agreement and all exhibits, attachments and schedules hereto, including but not limited to the Construction Documents, and any other material documents which were used in preparation of the GMP. Notwithstanding the foregoing, if the Construction Documents fail to depict an item that is essential for operation, the CM is required to provide and install such essential item as part of the GMP. If the Construction Documents contain inconsistencies, discrepancies or omission of which the CM had knowledge of or which are reasonable inferable from the Construction Documents as necessary to complete the Work in accordance with the Construction Documents, the CM shall not be entitled to an extension of the Project Schedule or an adjustment in the GMP for such items and the CM shall nonetheless be responsible to correct and complete such items;

2. A list of all allowances and the statement of the basis;

3. A list of any material clarifications and assumptions made by the CM in the preparation of the GMP necessary to supplement the information contained in the drawings and specifications. Such list shall not include restatements of any existing provisions of this Agreement;

4. A statement of the estimated cost (organized by trade categories) allowances, contingency, and other items including a list of any fees or other costs that comprise the GMP;

5. The date of substantial completion, upon which the proposed GMP is based; and

6. A schedule of the Construction Documents' issuance dates, upon which the proposed GMP is based.

C. The CM acknowledges that the GMP includes an amount designated as the City's (Owner's) Contingency. The City's Contingency shall be available to the CM only if the City approves a Change Order (CO) to this Agreement. In such event, the CO shall specify the portion of the City's Contingency being made available and the purpose.

D. The GMP shall be inclusive of the arrangement and supply of all job-site facilities, to include workstations equipped with telephones, desks, fax machines, and PC equipment that are reasonably necessary to enable the members of the Project Team to perform their respective

duties in the management, inspection and supervision of construction of the Project. The CM shall provide a dedicated office on site for use by the Project Team.

E. The CM acknowledges that the Construction Documents may be modified by the Design Consultant, from time to time, and if presented with modified Construction Documents from the City, the CM is required to complete the Project as modified, with adjusted compensation, if deemed appropriate.

F. The GMP proposal is subject to acceptance by the City, the City's sole discretion. If the City wishes to accept the GMP proposal, the City shall prepare an amendment to this Agreement, incorporating the GMP as well as any other provisions the City deems necessary for the performance of the Construction Phase of the Project. In the event the City does not wish to accept the GMP proposal, the Administrative Agent shall so inform the CM in writing. Thereupon this Agreement shall terminate and neither party shall have any obligation to the other regarding the Construction Phase of the Project.

XI. OWNERSHIP, USE AND FORMATTING OF WORK PRODUCTS

A. It is understood and agreed that the work products, including reports, designs, specifications, other documents and data developed by the CM in connection with the Work shall be delivered to, and shall become the property of the City upon acceptance by the City. The CM hereby assigns all its copyright and other proprietary interests in the products of this Agreement to the City. Specific written authority is required from the City's Administrative Agent for the CM to use any of the work products of this Agreement on any non-City project.

B. Notwithstanding the above, any reuse of the work products by the City on other projects will be at the risk of the City.

C. The City records all land related changes and/or activities in a Geographic Information System (GIS), the applicable version of which shall be stated in the scope. Therefore, all GIS or Computer Aided Drafting (CAD) formatted data created or modified in support of a project will be provided to the City as a project deliverable for inclusion into the City's GIS, at no additional cost. GIS data files submitted in support of a project must adhere to City GIS standards, and CAD drawings submitted must adhere to City CAD standards.

D. Computer systems and databases used for providing the documents necessary to this Agreement shall be compatible with existing City systems. City PCs run the latest version of the Windows operating system and Windows-based compatible software. Additional detail regarding City technology and system may be obtained by contacting the City's Information Technology Department.

XII. PERFORMANCE OF CONSTRUCTION MANAGER'S PERSONNEL

A. The performance and completion of the required services is vitally important to the interest of the City. The CM shall assign a project manager, together with such other personnel as are necessary to assure faithful prosecution and timely delivery of services pursuant to the requirements of this Agreement. The key personnel assigned by the CM to perform the Work shall be the same as those identified in the CM's response to the RFQ. The CM shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any changes or substitution to the CM's key personnel must

receive the Administrative Agent's written approval before said changes or substitution can become effective.

B. The Work to be performed by the CM shall commence upon the CM's receipt of written Notice to Proceed from the Administrative Agent. The time limits set forth in Exhibit B, Preconstruction Schedule, shall commence to run on the date of the Purchase Order but are subject to adjustment depending upon the design schedule in the Design Consultant's Agreement. The CM shall deliver to the City a detailed preconstruction schedule with specific calendar dates in conformity with Exhibit B, the Preconstruction Schedule. This preconstruction schedule shall also include the specific calendar dates for the delivery or completion of all documents, reports or other data as required by this Agreement.

C. Time is of the essence in the performance of this Agreement. The CM specifically agrees that all work performed under the terms and conditions of this Agreement shall be completed within the time limits set forth in this Agreement, subject only to delays caused by Force Majeure, or as otherwise defined herein. Force Majeure shall be deemed to by any cause affective the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

D. The CM agree to provide to the Administrative Agent monthly written progress reports concerning the status of the Project. Written progress reports will accompany each monthly invoice. The Administrative Agent may determine the format for this progress report. The City shall be entitled at all times to be advised at its request, and in writing, as to the status of work to be performed by the CM.

E. In the event unreasonable delays occur on the part of the City or regulatory agencies as to the approval of any plans, permits, reports or other documents submitted by the CM which delay the Project Schedule completion date, the Administrative Agent shall not unreasonably withhold the granting of an extension of the Project Schedule time limitation equal to the aforementioned delay.

F. In the event the preconstruction schedule completion date is delayed beyond the date stated in Exhibit B, the CM shall continue its efforts hereunder in full force and effect until otherwise directed by the Administrative Agent, or until twelve (12) additional months have elapsed, whichever is less.

G. Should the Project be suspended or delayed by the City for a period exceeding six (6) months, the City and the CM may negotiate fair and equitable compensation for the CM's continued service hereunder, and amend this Agreement accordingly.

XIII. OBLIGATIONS OF THE CITY

A. The City's Administrative Agent is designated to serve as the project coordinator and to do all things necessary to properly administer the terms and conditions of this Agreement. If necessary, a specific project manager ("Project Manager") will be authorized to perform the responsibilities of the Administrative Agent. The City shall designate any specific Project Manager in the Notice to Proceed. The responsibility of the Administrative Agent shall include:

1. Examining all reports, sketches, drawings, estimates, proposals, and other documents presented by the CM, and render in writing, decisions pertaining thereto within a reasonable time.

2. Transmitting instructions, receipt of information, interpretation and definition of City policies and decisions with respect to design, materials, and other matters pertinent to the Work covered by this Agreement.

3. Reviewing for approval or rejection all of the CM's documents and payment requests.

4. Determining when and if it may be in the best interest of the City to shift funding among tasks identified in the Scope of Services, providing the not-to-exceed amount of the Agreement is not exceeded. Any such determination shall be memorialized in an CO.

B. The City, shall, upon request, furnish the CM with all existing data, plans, studies and other information in the City's possession which may be useful in connection with the Work and/or the Project, all of which shall be and remain the property of the City and shall be returned to the Administrative Agent upon completion of the Work.

C. The Administrative Agent shall conduct periodic reviews of the Work of the CM necessary for the completion of the CM's services during the period of this Agreement and may make other City personnel available, where required and necessary to assist the CM. the availability and necessity of said personnel shall be determined solely within the discretion of the City.

D. The City shall not provide any services to the CM in connection with any claim brought on behalf or against the CM.

XIV. TERMINATION

A. The City shall have the right at any time upon thirty (30) calendar days' written notice to the CM to terminate this Agreement for convenience. In the event of termination pursuant to this paragraph, the City shall pay to the CM and the CM shall accept as full payment for the Work, a sum of money equal to the Work completed in any commenced but incomplete Work.

B. Any failure of the CM to satisfy the requirements of this Agreement, as documented by the Administrative Agent, shall be considered a default of the Agreement and sufficient reason for termination.

1. For defaults that are curable (as determined solely by the City), the CM shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification.

2. For defaults that are not curable (as determined solely by the City), notice of the termination date shall be given as deemed appropriate by the City.

C. In the event the City's termination of this Agreement for default is in any way deficient, at the option of the City such termination may be deemed to be a termination for convenience pursuant to Section XII.A. above.

D. The parties may mutually agree to terminate this Agreement. Such termination shall be evidenced by a notice issued by the City. In the event of termination pursuant to this paragraph, the City shall pay to the CM and the CM shall accept as full payment for the Work, a sum of money equal to the Work completed in any commenced but incomplete Work.

E. In the event that the CM has abandoned performance under this Agreement, then the City

may terminate this Agreement upon three (3) calendar days' written notice to the CM indicating its intention to do so. Payment for work performed prior to the CM's abandonment shall be as stated in paragraph XII.D. above. CM shall have one hundred and eighty (180) days from the effective date of such termination to submit invoices. Invoices submitted more than one hundred and eighty (180) days after the effective date of such termination may not be accepted for payment.

F. The CM shall have the right to terminate this Agreement only in the event of the City failing to pay the CM's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Administrative Agent.

G. The City reserves the right to terminate and cancel this Agreement in the event the CM shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors.

H. After consultation with and written notice to the CM providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to:

1. The quality of a portion, or all, of the CM's work not performed in accordance with the requirements of this Agreement;
2. The quantity of the CM's work not delivered or performed as represented in the CM's Payment Request, or otherwise;
3. Claims made, or likely to be made, against the City or its property;
4. Damages to the City or a third party caused by the CM;
5. The CM's failure or refusal to perform any obligation under this Agreement.

XV. STOP WORK ORDER

A. The City's Administrative Agent, may at any time, by written order to the CM, require the CM to stop all or any part of the Work called for by this Agreement. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the CM. Upon receipt of such as order, the CM shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The CM shall not resume work unless specifically so directed in writing by the City. Before the stop work order expires unless it is extended, the Administrative Agent shall take one of the following actions:

1. Cancel the stop work order; or
2. Terminate the Work covered by the order; or
3. Terminate the Agreement in accordance with the provisions contained in Section XII.A.

B. In the event the City determines to not direct the CM to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XII.A. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the City does not direct the CM to resume

work within ninety (90) days, the CM may terminate this Agreement.

XVI. DISPUTE RESOLUTION

A. To the extent Chapter 558, F.S. is applicable, the parties expressly opt out of the requirements of Chapter 558, F.S., within the meaning of §558.005(1), F.S.

B. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Manatee County, Florida, with the parties sharing equally in the cost of such mediation.

C. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.

D. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Manatee County, Florida, or where proper subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

E. The parties hereby waive all rights to trial by jury for any litigation concerning this Agreement.

F. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.

G. Unless otherwise agreed in writing, the CM shall be required to continue its service and all other obligations under this Agreement during the pendency of any claim or dispute including, but not limited to, the actual period of mediation or judicial proceeding.

XVII. PUBLIC RECORDS

IF THE CONSTRUCTION MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE CONSTRUCTION MANAGER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

City of Bradenton
City Clerk
101 Old Main Street
Bradenton, FL 34205

Phone: 941-932-9400
Email: Cityclerk@Cityofbradenton.com

XVIII. MISCELLANEOUS

A. The Agreement and attachments hereto constitute the sole and complete understanding between the parties and supersede all other agreements between them, whether oral or written with respect to the subject matter. No amendment, change order or addendum to the Agreement Documents is enforceable unless agreed to in writing by both parties and

incorporated into this Agreement.

B. The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.

C. The parties hereto do not intend, nor shall this Agreement be construed, to grant any rights, privileges, or interest to any third party.

D. If the CM is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

E. The CM shall not assign or transfer any rights, interests, or obligations under this Agreement (whether by novation or otherwise) without the prior written consent of the City, except that claims for the money due or to become due to the CM from the City under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the City. Written notice of any such transfer or assignment due to bankruptcy shall be promptly given to the City.

F. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

G. The failure of any party hereto to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of such party's rights or deprive such party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

H. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be unaffected thereby and shall remain valid and enforceable as to each party.

I. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

J. Neither the City's review, approval or acceptance of, nor payment for, the Work required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement.

K. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies available at law or in equity.

L. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

M. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the address below:

Construction Manager's Representative:		City's Administrative Agent:	
Name:	Lou Gaudio	Name:	Kristofer Eccles, PE

Title:	Vice President	Title:	Senior Engineering Manager
Address:	3494 Shearwater Street	Address:	888 13th Ave E.
	Naples, FL 34117		Bradenton, FL 34208
Telephone:	239-207-0660	Telephone:	941-462-1996
E-Mail:	lgaudio@qeusa.com	E-Mail:	kristofer.eccles@bradentonfl.gov

With a copy to: Blalock Walters, P.A.
Attn: Scott E. Rudacille, Esq.
802 11th Street West
Bradenton, Florida 34205
srudacille@blalockwalters.com

N. Any change in the City's Administrative Agent or the CM's Representative will be promptly communicated in writing by the party making the change.

O. Paragraph headings are for convenience of the parties and for reference purposes only and shall be given no legal effect.

P. The Solicitation and all attachments and addenda thereto are hereby incorporated in the Agreement by this reference.

Q. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:

1. Agreement;
2. General Terms and Conditions of Solicitations;
3. Preconstruction Schedule
4. Preconstruction Phase Fee Schedule;
5. Description of Work;
6. Solicitation; and
7. City's Purchase Order(s).

CM and City acknowledge having read and understood this Agreement and hereby agree to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the date last written below.

QUALITY ENTERPRISES USA, INC

By: _____

Print Name: Louis J Gaudio

AGREEMENT FOR
CONSTRUCTION MANAGER AT RISK
PRECONSTRUCTION SERVICES FOR DOWNTOWN BRADENTON WATER MAIN IMPROVEMENTS

(Title of Authorized Representative)

Date: 4/6/2026

Title: Vice President

CITY OF BRADENTON

By: _____
GENE BROWN
Mayor

Date: _____

ATTEST:

By: _____
TAMARA MELTON
City Clerk

Approved as to form:

By: _____
SCOTT E. RUDACILLE
City Attorney

EXHIBIT A
DESCRIPTION OF WORK

March 5, 2026
Mr. Marcus Kerber
Contract Specialist
City of Bradenton 101 Old Main St
Bradenton, Florida 34205

Re: RFQ 26-006MK CMAR Services for Downtown Bradenton Water Main Improvements Pre Construction Cost Proposal

Mr. Kerber,

Quality Enterprises USA, Inc. is pleased to submit our proposal to provide Pre-Construction CMAR Services for the Downtown Bradenton Water Main Improvements Project.

During this phase, our services will include the following:

- Providing constructability review and input for both Horizontal Directional Drilling (HDD) and open-cut installation methods
- Evaluating potential entry and exit locations for HDD operations
- Reviewing pipe staging and fusion procedures
- Assessing dewatering requirements and options, as needed
- Providing input related to Maintenance of Traffic (MOT) planning
- Preparing construction cost estimates at the 60% design stage and developing a Guaranteed Maximum Price (GMP) due within 10 days of receipt of 90% plans from EOR.
- Assisting with and submitting applications for required permits (FDOT, Right-of-Way, and other applicable agencies)

Our fee for the above services is Seventy Thousand Six Hundred Sixty Dollars ($70,660.00). A detailed fee schedule is attached for your reference. Please note that this fee does not include permitting fees required by regulatory agencies.

Should you have any questions, please feel free to contact me directly. We appreciate the opportunity to submit this proposal and look forward to the possibility of working with you and your team on this important project.

Sincerely,

Louis J Gaudio Vice President

qeusa.com 3494 Shearwater Street Naples, Florida 34117 (239) 435-7200

EXHIBIT B
PROJECT SCHEDULE

Downtown Bradenton Water Main Improvements	
Description of Phase:	Calendar Days After Receipt:
Review of 60% Design Submittal	7 Days
60% Design Workshop with City/EOR	1 Day
Submittal of cost estimated based on 60% design	10 Days
Review of 90% Design Submittal	7 Days
90% Design Workshop with City/EOR	1 Day
Submittal of GMP based on 90% design	10 Days

EXHIBIT C
PRECONSTRUCTION PHASE FEE SCHEDULE

QUALITY ENTERPRISES USA, INC.
City of Bradenton
CMAR Downtown Watermain Improvements Fee Schedule

Personnel	HOURLY RATE	HOURS	TOTAL
Corporate Officer	$225.00	60	$13,500.00
Project Manager	$195.00	208	$40,560.00
Estimator	$175.00	30	$5,250.00
Superintendent	$130.00	60	$7,800.00
HDD Supervisor	$145.00	60	$8,700.00
Administrative	$80.00	20	$1,600.00
Pickup	$75.00	90	$6,750.00
TOTAL		**528**	**$70,660.00**

AGENDA ITEM NO. 6.j

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: April 22, 2026

SUBMITTED BY: Marcus Kerber, Purchasing

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Agreements for Engineering Continuing Services - Stormwater with Applied Sciences Consulting, LLC; CHA Consulting, Inc.; EG Solutions, Inc.; HR Green, Inc.; Jacobs Engineering Group Inc.; Jones Edmunds and Associates, Inc.; Kimley-Horn and Associates, Inc.; Rummel, Klepper and Kahl LLP; Taylor Engineering, Inc.; and WSP USA Inc.

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
On December 9, 2025, City of Bradenton advertised Request for Qualifications (RFQ) 26-013MK to select firms for Engineering Continuing Services for Stormwater. Notice of this RFQ was made through OpenGov, 22,155 vendors were notified, 1,276 vendors viewed the solicitation, and 16 vendors submitted an offer. On January 21, 2025, a three-member evaluation committee gathered to review and score each of the proposals. Based on the ability of professional personnel, proposer's past performance and experience, and project approach. Following scoring, ten proposers were shortlisted to participate in a presentation and question and answer session on January 28, 2026. After the presentation and question and answer session with each of the firms, the Committee reconvened, deemed all firms qualified to perform the services and rank the proposers for a Library rotation. A Notice of Recommended Award (NORA) for Applied Sciences Consulting, LLC; CHA Consulting, Inc.; EG Solutions, Inc.; HR Green, Inc.; Jacobs Engineering Group Inc.; Jones Edmunds and Associates, Inc.; Kimley-Horn and

Associates, Inc.; Rummel, Klepper and Kahl LLP; Taylor Engineering, Inc.; and WSP USA Inc. was approved on January 29, 2026. Purchasing is now bringing forward the resulting contracts.

FINANCIAL IMPACT:
Funding encumbered a the time of work assignment issuance.

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed and approved by Attorney Rudacille.

SUGGESTED MOTION:
Motion to approve Agreements for Engineering Continuing Services - Stormwater with Applied Sciences Consulting, LLC; CHA Consulting, Inc.; EG Solutions, Inc.; HR Green, Inc.; Jacobs Engineering Group Inc.; Jones Edmunds and Associates, Inc.; Kimley-Horn and Associates, Inc.; Rummel, Klepper and Kahl LLP; Taylor Engineering, Inc.; and WSP USA Inc.

ATTACHMENTS:
Agreement for Engineering Continuing Services - Stormwater with Applied Sciences Consulting, LLC
Agreement for Engineering Continuing Services - Stormwater with CHA Consulting, Inc.
Agreement for Engineering Continuing Services - Stormwater with EG Solutions, Inc.
Agreement for Engineering Continuing Services - Stormwater with HR Green, Inc.
Agreement for Engineering Continuing Services - Stormwater with Jacobs Engineering Group Inc
Agreement for Engineering Continuing Services - Stormwater with Jones Edmunds and Associates, Inc.
Agreement for Engineering Continuing Services - Stormwater with Kimley-Horn and Associates, Inc.
Agreement for Engineering Continuing Services - Stormwater with Rummel, Klepper and Kahl, LLP
Agreement for Engineering Continuing Services - Stormwater with Taylor Engineering, Inc.
Agreement for Engineering Continuing Services - Stormwater with WSP USA Inc.

AGREEMENT FOR
ENGINEERING CONTINUING SERVICES - STORMWATER

THIS AGREEMENT (the "Agreement") is made and entered into as of the date of execution by both parties, by and between the **City of Bradenton**, a political subdivision of the State of Florida (the "City"), and **Applied Sciences Consulting, LLC**, a Florida limited liability company (the "Consultant").

WITNESSETH

WHEREAS, the City required a consultant to provide Continuing Engineering Services for Stormwater; and

WHEREAS, the City issued Request for Qualifications (RFQ) 26-013MK on December 9, 2025 (the "Solicitation"); and

WHEREAS, the City evaluated the proposals in accordance with §287.055, F.S.; and

WHEREAS, the Consultant has reviewed the services required pursuant to this Agreement and is qualified, willing, and able to provide and perform all such services in accordance with its terms; and

WHEREAS, the parties desire to enter into a contract setting forth the terms and conditions of their agreement.

NOW, THEREFORE, the City and the Consultant, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, do agree as follows:

I. AGREEMENT DOCUMENTS AND SCOPE OF CONSULTANT'S SERVICES

The Scope of Services, Key Personnel, and Hourly Rates are attached hereto, and the Solicitation (including all attachments thereto), and Consultant's Proposal are made part hereof by this reference, and the terms and provisions contained therein shall be incorporated into this Agreement as if fully stated herein (the documents attached hereto, this Agreement, and any Work Assignment(s) hereinafter issued pursuant to this Agreement shall be collectively referred to herein as the "Agreement Documents"). To the extent there is conflict among the terms and provisions of the Agreement Documents, the order of precedence shall be the order in which the Agreement Documents are listed below:

1. Contract and any addenda;
2. Work Assignment(s);
3. Scope of Services;
4. Key Personnel;
5. Hourly Rates;
6. Purchase Order(s);
7. Solicitation; and
8. Consultant's Proposal.

The Consultant agrees to diligently provide all materials, services, and labor for Engineering Continuing Services for Stormwater in accordance with the Scope of Services, attached as Exhibit A incorporated herein (the "Services").

II. TERM

This Agreement shall commence immediately upon execution by both the City and the Consultant and shall continue for an initial period of three (3) years. The Agreement may be renewed for up to two (2) additional one-year periods by written Agreement of both parties.

III. WORK ASSIGNMENTS

A. Consultant shall be engaged to perform specific work through the issuance of a negotiated work assignment ("Work Assignment").

B. Consultant acknowledges that the City has entered into multiple agreements with various firms (collectively with Consultant, the "Firms") for the Services and Work Assignments shall be issued on a rotational basis.

1. Work Assignments shall be issued in accordance with §287.055(2)(g). F.S
2. For each services category identified in the Scope of Services (the "Service Categories"), Purchasing will place the Firms in the City's professional services library in the order they are ranked, with the highest scoring Firm placed in the first position in the rotation.
3. As each Work Assignment is identified, the next Firm in the rotation will be offered the opportunity to negotiate that Work Assignment with the City's Administrative Agent.
4. Should a Firm decline a Work Assignment, fail to respond, or be unable to reach a satisfactory fee negotiation with the City within a reasonable time frame, the City will contact the next Firm on the list until the Work Assignment is successfully negotiated.
    i. Firms will have the option of rejecting one (1) Work Assignment within each Service Category within a twelve-month period without penalty. A second Work Assignment rejection within a Service Category during any twelve-month period will cause the Firm to be skipped in the rotation for the subsequent Work Assignment within the Service Category. A Firm who rejects three (3) Work Assignments (or is unable to satisfactorily negotiate three (3) Work Assignments) in any twelve-month period will be removed from the Service Category.
    ii. Firms wishing to reject a Work Assignment for any reason must provide a rejection notification document in form and substance satisfactory to the City. A copy of this form must be provided to Purchasing by the City's Administrative Agent.
5. After notification by the City, the Consultant and City shall negotiate a scope of work, time schedule, and budget for performance of the work. When the scope of work, time schedule and budget are mutually agreeable, the Work Assignment shall be executed by the parties.

C. Consultant will identify and provide qualifications of sub-consultants during the Work Assignment negotiations. The City reserves the right to review and approve all sub-consultants identified in the Work Assignment prior to execution of the Work Assignment.

D. Amendments to Work Assignments shall reference original Work Assignment scope and all items as detailed in section III.B.5 to which they relate. No amendment to a Work Assignment is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

E. If the City's Administrative Agent requires the Consultant to perform additional services related to a Work Assignment, then the Consultant shall be entitled to additional compensation based on the Fee Schedule, as amended, to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Agreement by written amendment. The City shall not pay for any additional services or work performed prior to the execution of a written amendment to the Work Assignment.

F. Notwithstanding the preceding, in the event additional services or work are required as a result of error, omission, or negligence of the Consultant, the Consultant shall not be entitled to additional compensation for such additional services or work.

G. Notwithstanding the foregoing, the City reserves the right, in its sole discretion, to disregard the rotation in any Service Category and select ("direct select") a specific firm to perform the required services.

IV. TERMINATION OF WORK ASSIGNMENTS

The City shall have the right at any time to terminate a Work Assignment. In that event, the Consultant shall cease work and shall deliver to the City all documents (including reports, designs, specifications, and all other data) prepared or obtained by the Consultant in connection with the Work Assignment. The City shall, upon receipt of the aforesaid documents, pay to the Consultant and the Consultant shall accept as full payment for its services, a sum of money equal to (1) the fee for each completed and accepted task as shown in the Work Assignment, plus (2) the fee for the percentage of the work completed in any authorized but completed task, less (3) all previous payments made for the same task.

V. COMPENSATION AND PAYMENT OF CONSULTANT'S SERVICE

A. Each Work Assignment shall include all profit, direct and indirect labor costs, personnel related costs, overhead and administrative costs, travel related out-of-pocket expenses and costs, and all other costs which are necessary to provide the services as outlined in this Agreement. Mark-up for subcontracted services shall not exceed 10% of actual cost.

B. The maximum compensation for each Work Assignment shall be determined individually by the City as the need for a Work Assignment arises.

C. Consultant acknowledges and agrees that no minimum amount of work is guaranteed under this Agreement and City may elect not to issue any Work Assignments. If a Work Assignment is issued, the City reserves the right to amend, reduce or terminate the Work Assignment in its sole discretion.

D. Consultant represents and warrants that wage rates and other factual unit costs supporting the compensation relative to this Agreement shall be accurate, complete, and current at the time of entering into this Agreement. The amounts set forth in the Agreement will be adjusted to exclude any significant sums by which the Contract Price was increased where the City

determines such increase is due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such adjustments must be made within one year following completion of the Agreement.

E. The City's performance and obligations to pay under this Agreement is contingent up on an appropriation of lawfully available funds by the City Council. The City shall promptly notify the Consultant if the necessary appropriation is not made.

VI. METHOD OF PAYMENT

A. The City shall pay the Consultant in accordance with the Local Government Prompt Payment Act set forth in §218.70, et seq. F.S., upon receipt of the Consultant's invoice and written approval of same by the City's Administrative Agent indicating that the Services have been rendered in conformity with this Agreement.

B. The Consultant shall submit invoices for payment to the address indicated on the Work Assignment for the Services completed. The invoices shall set forth the charges for the completed Services in accordance with Exhibit B Fee Schedule attached hereto and incorporated herein.

C. The Consultant's invoices shall be in a form satisfactory to the City. The Consultant is responsible for providing all necessary documentation that may be required by the City.

VII. LIABILITY OF CONSULTANT

A. The Consultant shall indemnify and hold harmless the agency, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract.

B. This section shall survive the termination or expiration of this Agreement.

VIII. CONSULTANT'S INSURANCE

Consultant shall procure and maintain insurance as specified in the Solicitation.

IX. RESPONSIBILITIES OF THE CONSULTANT

A. Consultant acknowledges that it is familiar with the requirements of the Agreement Documents, and that it will perform the Services as required.

B. The Consultant agrees to respond to communication from the City within three (3) working days unless a shorter response time is specified by the City.

C. The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all reports, designs, specifications, other documents and data used or produced by or at the behest of the Consultant under this Agreement. The Consultant shall, without additional compensation, correct or revise any errors or deficiencies in its reports, designs, specifications, other documents and data.

D. The Consultant warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Consultant) to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.

E. Consultant agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a Consultant's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Agreement in accordance with the provisions contained herein.

F. The Consultant shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

G. The Consultant shall maintain books, records, documents, and other evidence directly pertaining to or connected with the Services under this Agreement which shall be available and accessible at the Consultant's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives. Such records shall be retained for a minimum of five (5) fiscal years (From October to September) after completion of the Services.

H. The Consultant shall notify the City's Administrative Agent at least one (1) day in advance of any meeting between the Consultant and any City Council Member, regulatory agency or private citizen relating to this Agreement.

I. The Consultant is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. The Consultant is not an employee, agent or servant of the City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Consultant sole direction, supervision and control. The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all aspects the Consultant's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees of the City. Consultant shall be solely responsible for providing benefits and insurance to its employees.

J. The Consultant understands and acknowledges that pursuant to Ch. 934, F.S., Security of Communications; Surveillance, the City DOES NOT CONSENT to the interception and/or disclosure of its oral, wire, or electronic communications. Accordingly, the Consultant warrants it will not utilize nor deploy any electronic, mechanical, or other device (including bots, Artificial Intelligence, or similar software) to record, transcribe, or monitor any such communication during any non-public, in-person or virtual meetings between itself and the City. Consultant activities contrary to this warranty may constitute a felony under Ch. 934, implicate Ch. 119, F.S., Public Records, and/or constitute a material breach of this section and/or other section(s) of this Agreement (e.g. Records Retention, Audits, Ethics, Compliance, and Civility). Only duly authorized City personnel may grant an exception to this prohibition on a case-by-case basis.

X. OWNERSHIP, USE AND FORMATTING OF WORK PRODUCTS

A. It is understood and agreed that the work products, including reports, designs, specifications, other documents and data developed by the Consultant in connection with the Services shall be delivered to, and shall become the property of the City upon acceptance by the City. The Consultant hereby assigns all its copyright and other proprietary interests in the products of this Agreement to the City. Specific written authority is required from the City's Administrative Agent for the Consultant to use any of the work products of this Agreement on any non-City project.

B. Notwithstanding the above, any reuse of the work products by the City on other projects will be at the risk of the City.

C. The City records all land related changes and/or activities in a Geographic Information System (GIS), the applicable version of which shall be stated in the scope. Therefore, all GIS or Computer Aided Drafting (CAD) formatted data created or modified in support of a project will be provided to the City as a project deliverable for inclusion into the City's GIS, at no additional cost. GIS data files submitted in support of a project must adhere to City GIS standards, and CAD drawings submitted must adhere to City CAD standards.

D. Computer systems and databases used for providing the documents necessary to this Agreement shall be compatible with existing City systems. City PCs run the latest version of the Windows operating system and Windows-based compatible software. Additional detail regarding City technology and system may be obtained by contacting the City's Information Technology Department.

XI. FORCE MAJEURE; PERFORMANCE OF CONSULTANT'S PERSONNEL

A. Time is of the essence in the performance of this Agreement. The Consultant specifically agrees that all work performed under the terms and conditions of this Agreement shall be completed within the time limits as set forth herein, or as otherwise identified in the Agreement Documents or as specified by the City's Administrative Agent, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

B. The Consultant shall ensure that all key personnel, support personnel, and other agents as identified in Exhibit B are fully qualified and capable to perform their assigned tasks. Any changes or substitution to the Consultant's key personnel must receive the City's Administrative Agent's written approval before said changes or substitution can become effective.

XII. OBLIGATIONS OF THE CITY

A. The City's Administrative Agent is designated to do all things necessary to properly administer the terms and conditions of this Agreement, including, but not limited to:

1. Review of all Consultant payment requests for approval or rejection; and
2. Periodic reviews of the work of the Consultant as necessary for the completion of the

Consultant's services during the period of this Agreement.

B. The City shall not provide any services to the Consultant in connection with any claim brought on behalf of or against the Consultant.

XIII. TERMINATION

A. The City shall have the right at any time upon thirty (30) calendar days' written notice to the Consultant to terminate the Services of the Consultant for convenience. In the event of termination pursuant to this paragraph, the City shall pay to the Consultant and the Consultant shall accept as full payment for its Services, a sum of money equal to the work completed in any commenced but incomplete Services.

B. Any failure of the Consultant to satisfy the requirements of this Agreement, as documented by the Administrative Agent, shall be considered a default of the Agreement and sufficient reason for termination.

1. For defaults that are curable (as determined solely by the City), the Consultant shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification.

2. For defaults that are not curable (as determined solely by the City), notice of the termination date shall be given as deemed appropriate by the City.

C. In the event the City's termination of this Agreement for default is in any way deficient, at the option of the City such termination may be deemed to be a termination for convenience pursuant to Section XII.A. above.

D. The parties may mutually agree to terminate this Agreement. Such termination shall be evidenced by a notice issued by the City. In the event of termination pursuant to this paragraph, the City shall pay to the Consultant and the Consultant shall accept as full payment for its Services, a sum of money equal to the work completed in any commenced but incomplete Services.

E. In the event that the Consultant has abandoned performance under this Agreement, then the City may terminate this Agreement upon three (3) calendar days' written notice to the Consultant indicating its intention to do so. Payment for work performed prior to the Consultant's abandonment shall be as stated in paragraph XII.D. above. Consultant shall have one hundred and eighty (180) days from the effective date of such termination to submit invoices. Invoices submitted more than one hundred and eighty (180) days after the effective date of such termination may not be accepted for payment.

F. The Consultant shall have the right to terminate Services only in the event of the City failing to pay the Consultant's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Administrative Agent.

G. The City reserves the right to terminate and cancel this Agreement in the event the Consultant shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors.

H. After consultation with and written notice to the Consultant providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to:

1. The quality of a portion, or all, of the Consultant's work not performed in accordance with the requirements of this Agreement;
2. The quantity of the Consultant's work not delivered or performed as represented in the Consultant's Payment Request, or otherwise;
3. Claims made, or likely to be made, against the City or its property;
4. Damages to the City or a third party caused by the Consultant;
5. The Consultant's failure or refusal to perform any obligation under this Agreement.

XIV. STOP WORK ORDER

A. The City's Administrative Agent, may at any time, by written order to the Consultant, require the Consultant to stop all or any part of the work called for by this Agreement. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Consultant. Upon receipt of such as order, the Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Consultant shall not resume work unless specifically so directed in writing by the City. Before the stop work order expires unless it is extended, the Administrative Agent shall take one of the following actions:

   1. Cancel the stop work order; or
   2. Terminate the work covered by the order; or
   3. Terminate this Agreement in accordance with the provisions contained in Section XII.A.

B. In the event the City elects not to direct the Consultant to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XII.A. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the City does not direct the Consultant to resume work within ninety (90) days, the Consultant may terminate this Agreement.

XV. DISPUTE RESOLUTION

A. To the extent Chapter 558, F.S. is applicable, the parties expressly opt out of the requirements of Chapter 558, F.S., within the meaning of §558.005(1), F.S.

B. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Manatee County, Florida, with the parties sharing equally in the cost of such mediation.

C. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.

D. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Manatee County, Florida, or where proper subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and

venue of such courts, including any objection based on forum non conveniens.

E. The parties hereby waive all rights to trial by jury for any litigation concerning this Agreement.

F. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.

G. Unless otherwise agreed in writing, the Consultant shall be required to continue its service and all other obligations under this Agreement during the pendency of any claim or dispute including, but not limited to, the actual period of mediation or judicial proceeding.

XVI. PUBLIC RECORDS

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

City of Bradenton
City Clerk
101 Old Main Street
Bradenton, FL 34205

Phone: 941-932-9400
Email: Cityclerk@Cityofbradenton.com

XVII. MISCELLANEOUS

A. The Agreement Documents constitute the sole and complete understanding between the parties and supersede all other Agreements between them, whether oral or written with respect to the subject matter. No amendment, change order or addendum to the Agreement Documents is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

B. The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.

C. The parties hereto do not intend, nor shall this Agreement be construed, to grant any rights, privileges, or interest to any third party.

D. If the Consultant is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

E. The Consultant shall not assign or transfer any rights, interests, or obligations under this Agreement (whether by novation or otherwise) without the prior written consent of the City, except that claims for the money due or to become due to the Consultant from the City under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the City. Written notice of any such transfer or assignment due to bankruptcy shall be promptly given to the City.

F. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

G. The failure of any party hereto to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of such party's rights or deprive such party

of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

H. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be unaffected thereby and shall remain valid and enforceable as to each party.

I. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

J. Neither the City's review, approval or acceptance of, nor payment for, the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement.

K. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies available at law or in equity.

L. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

M. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the address below:

Consultant's Representative:		City's Administrative Agent:	
Name:	Dany Araj	Name:	Kim Clayback
Title:	Office Manager	Title:	Engineering Manager
Address:	1000 N. Ashley Drive, Ste 500	Address:	888 13th Ave E
	Tampa, FL 33602		Bradenton, FL 34208
Telephone:	813-228-0900	Telephone:	941-708-6304
E-Mail:	daraj@appliedfl.com	E-Mail:	Kim.Clayback@bradentonFL.gov

With a copy to: Blalock Walters, P.A.
Attn: Scott E. Rudacille, Esq.
802 11th Street West
Bradenton, Florida 34205
srudacille@blalockwalters.com

N. Any change in the City's Administrative Agent or the Consultant's Representative will be promptly communicated in writing by the party making the change.

O. Paragraph headings are for convenience of the parties and for reference purposes only and shall be given no legal effect.

P. The Solicitation and all attachments and addenda thereto are hereby incorporated in the Agreement by this reference.

AGREEMENT FOR
ENGINEERING CONTINUING SERVICES - STORMWATER

Consultant and City acknowledge having read and understood this Agreement and hereby agree to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the date last written below.

APPLIED SCIENCES CONSULTING, LLC

By: _____

Print Name: Elie Araj
(Title of Authorized Representative)

Date: 3/16/2026

Title: President

CITY OF BRADENTON

By: _____
GENE BROWN
Mayor

Date: _____

ATTEST:

By: _____
TAMARA MELTON
City Clerk

Approved as to form:

By: _____
SCOTT E. RUDACILLE
City Attorney

EXHIBIT A
SCOPE OF SERVICES

1. Overview

The Consultant shall provide professional engineering services for projects within the utility work program consisting of studies, design, permitting, and certification for all types of stormwater engineering services.

2. Assignment of Work

1. Project sizes may vary, and tasks will be assigned based on individually negotiated work assignments.
2. Consultant shall perform all the services specified in accordance with generally accepted professional standards. Consultant shall perform all services expeditiously with professional skill, care, and orderly progress of work.
3. At least one (1) key personnel shall hold and maintain the state license(s) necessary to perform the requested work
4. All work shall conform to and comply with applicable codes, laws, ordinances, regulations and restrictions.

3. Scope of Services

This category of work includes professional engineering design services associated with Public Works Utilities. The work may include, but is not limited to pre-design services, design services, and Services During Construction (SDC) which shall include field and/or office administration tasks.
Consultant may be requested to provide engineering services for stormwater as indicated below.

A. Stormwater application services to support the City's stormwater program shall include:
    1. Technical and engineering studies
    2. Cost estimated and analysis
    3. Geographic Information (GIS) services
        a. Data Collection
        b. Application development
        c. Mapping
        d. Operational support
    4. Permitting
    5. Field Studies
    6. Stormwater system inspection and evaluation
    7. Land surveying
    8. Engineering design
    9. Stormwater modeling, planning and design
    10. Regulatory agency and utilities coordination

B. Stormwater and related environmental and scientific work shall include:
    1. Floodplain protection
        a. Watershed Modeling, Evaluation, and Planning
        b. Hydraulic and hydrologic modeling using tools such as Interconnected Pond Routing (ICPR) for Level of Service analysis
        c. Development review assistance
        d. Watershed management planning, updates and maintenance related to floodplain protection
        e. Federal Emergency Management Agency (FEMA) updates and coordination.

f. Community Rating System (CRS)

2. Water quality
    a. Pollutant load modeling
    b. Watershed planning and sediment management plan related to water quality
    c. Low Impact Development
    d. MS4 Assistance
    e. Feasibility studies
    f. Best management practice analysis
    g. Regulatory support for permitting including meetings, application, and responding to requests for additional information.

3. Stormwater infrastructure repair, rehabilitation and replacement
    a. Application of trenchless technologies
    b. Erosion control and bank stabilization
    c. Drainage operations and maintenance
    d. Infrastructure condition and needs assessments
    e. Engineering design

C. Additional services may include, but not limited to:
1. Public outreach
2. Value Engineering
3. Constructability review
4. Construction management
5. Construction Engineering and Inspection (CEI)
6. Financial/fiscal studies
7. Quality assurance/quality control (QA/QC) related tasks
8. Coordination with other disciplines
9. Preparation of estimated quantities, costs and bid documents.
10. Attend project management and public meetings
11. Assists with Southwest Florida Water Management District (SWFWMD) and other grant/loan funding.

EXHIBIT B
KEY PERSONNEL

STAFF NAME	TITLE
Elie G. Araj, PE, CFM, ENV SP, BC.WRE	Principal In Charge
Christina Newcomb, PE	Project Manager/Stormwater Infrastructure Design
Mark Hammond, PE	QA/QC Lead/Public Engagement
Blake Guillory, PE, D.WRE	Permitting and Regulatory
Taylor Lankford, PE	Stormwater Modeling, Planning & Design
Brandon Miller, PE	GIS & Asset Data Collection/Stormwater Systems Inspection
Pete Peter Owens, PE	Permitting and Regulatory/Environmental & Water Quality
Robert Wronski, PE	Stormwater Systems Inspection & CEI
Joe Albers, PE	Constructability Review & Valve Engineering
Elizabeth Brown, PE	Utility Coordination
Troy Tinch	Environmental & Water Quality/Permitting & Regulatory
Brian Cook, PLA, ASLA	Public Engagement
Matt Pleasant, AICP, CFM	Grant Assistance & Public Engagement

EXHIBIT C
HOURLY RATES

TITLE	HOURLY RATES
Senior Principal	$371.67
Principal Consultant	$339.07
Supervisory Engineer	$321.68
Sr. Professional Engineer	$282.56
Professional Engineer	$234.74
Engineer III	$215.18
Engineer II	$202.14
Engineer I	$149.97
Sr. Design Engineer	$213.00
Design Engineer	$189.09
Sr. Planner	$171.71
Planner	$154.32
Senior Technician	$130.41
Technician II	$121.72
Technician I	$108.68
Sr. Landscape Architect	$269.10
Landscape Architect	$321.68
Senior Scientist	$163.53
Environmental Scientist III	$180.40
Environmental Scientist II	$163.01

EXHIBIT C
HOURLY RATES

Environmental Scientist I	$130.41
Environmental Tech.	$108.68
Construction Svcs Admin	$239.09
Construction Svcs Eng.	$226.04
Administrative Management	$208.66
Administrative Staff	$165.60
Word Processor II	$103.50
Word Processor I	$86.94
Clerical II	$82.80
Clerical I	$65.21
Expert Testimony	$411.13

AGREEMENT FOR
ENGINEERING CONTINUING SERVICES - STORMWATER

THIS AGREEMENT (the "Agreement") is made and entered into as of the date of execution by both parties, by and between the **City of Bradenton**, a political subdivision of the State of Florida (the "City"), and **CHA Consulting, Inc.**, a Florida corporation (the "Consultant").

WITNESSETH

WHEREAS, the City required a consultant to provide Engineering Continuing Services for Stormwater; and

WHEREAS, the City issued Request for Qualifications (RFQ) 26-013MK on December 9, 2025 (the "Solicitation"); and

WHEREAS, the City evaluated the proposals in accordance with §287.055, F.S.; and

WHEREAS, the Consultant has reviewed the services required pursuant to this Agreement and is qualified, willing, and able to provide and perform all such services in accordance with its terms; and

WHEREAS, the parties desire to enter into a contract setting forth the terms and conditions of their agreement.

NOW, THEREFORE, the City and the Consultant, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, do agree as follows:

I. AGREEMENT DOCUMENTS AND SCOPE OF CONSULTANT'S SERVICES

The Scope of Services, Key Personnel, and Hourly Rates are attached hereto, and the Solicitation (including all attachments thereto), and Consultant's Proposal are made part hereof by this reference, and the terms and provisions contained therein shall be incorporated into this Agreement as if fully stated herein (the documents attached hereto, this Agreement, and any Work Assignment(s) hereinafter issued pursuant to this Agreement shall be collectively referred to herein as the "Agreement Documents"). To the extent there is conflict among the terms and provisions of the Agreement Documents, the order of precedence shall be the order in which the Agreement Documents are listed below:

1. Contract and any addenda;
2. Work Assignment(s);
3. Scope of Services;
4. Key Personnel;
5. Hourly Rates;
6. Purchase Order(s);
7. Solicitation; and
8. Consultant's Proposal.

The Consultant agrees to diligently provide all materials, services, and labor for Engineering Continuing Services for Stormwater in accordance with the Scope of Services, attached as Exhibit A incorporated herein (the "Services").

AGREEMENT FOR
ENGINEERING CONTINUING SERVICES - STORMWATER

II. TERM

This Agreement shall commence immediately upon execution by both the City and the Consultant and shall continue for an initial period of three (3) years. The Agreement may be renewed for up to two (2) additional one-year periods by written Agreement of both parties.

III. WORK ASSIGNMENTS

A. Consultant shall be engaged to perform specific work through the issuance of a negotiated work assignment ("Work Assignment").

B. Consultant acknowledges that the City has entered into multiple agreements with various firms (collectively with Consultant, the "Firms") for the Services and Work Assignments shall be issued on a rotational basis.

1. Work Assignments shall be issued in accordance with §287.055(2)(g). F.S
2. For each services category identified in the Scope of Services (the "Service Categories"), Purchasing will place the Firms in the City's professional services library in the order they are ranked, with the highest scoring Firm placed in the first position in the rotation.
3. As each Work Assignment is identified, the next Firm in the rotation will be offered the opportunity to negotiate that Work Assignment with the City's Administrative Agent.
4. Should a Firm decline a Work Assignment, fail to respond, or be unable to reach a satisfactory fee negotiation with the City within a reasonable time frame, the City will contact the next Firm on the list until the Work Assignment is successfully negotiated.
    i. Firms will have the option of rejecting one (1) Work Assignment within each Service Category within a twelve-month period without penalty. A second Work Assignment rejection within a Service Category during any twelve-month period will cause the Firm to be skipped in the rotation for the subsequent Work Assignment within the Service Category. A Firm who rejects three (3) Work Assignments (or is unable to satisfactorily negotiate three (3) Work Assignments) in any twelve-month period will be removed from the Service Category.
    ii. Firms wishing to reject a Work Assignment for any reason must provide a rejection notification document in form and substance satisfactory to the City. A copy of this form must be provided to Purchasing by the City's Administrative Agent.
5. After notification by the City, the Consultant and City shall negotiate a scope of work, time schedule, and budget for performance of the work. When the scope of work, time schedule and budget are mutually agreeable, the Work Assignment shall be executed by the parties.

C. Consultant will identify and provide qualifications of sub-consultants during the Work Assignment negotiations. The City reserves the right to review and approve all sub-consultants identified in the Work Assignment prior to execution of the Work Assignment.

D. Amendments to Work Assignments shall reference original Work Assignment scope and all items as detailed in section III.B.5 to which they relate. No amendment to a Work Assignment is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

E. If the City's Administrative Agent requires the Consultant to perform additional services related to a Work Assignment, then the Consultant shall be entitled to additional compensation based on the Fee Schedule, as amended, to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Agreement by written amendment. The City shall not pay for any additional services or work performed prior to the execution of a written amendment to the Work Assignment.

F. Notwithstanding the preceding, in the event additional services or work are required as a result of error, omission, or negligence of the Consultant, the Consultant shall not be entitled to additional compensation for such additional services or work.

G. Notwithstanding the foregoing, the City reserves the right, in its sole discretion, to disregard the rotation in any Service Category and select ("direct select") a specific firm to perform the required services.

IV. TERMINATION OF WORK ASSIGNMENTS

The City shall have the right at any time to terminate a Work Assignment. In that event, the Consultant shall cease work and shall deliver to the City all documents (including reports, designs, specifications, and all other data) prepared or obtained by the Consultant in connection with the Work Assignment. The City shall, upon receipt of the aforesaid documents, pay to the Consultant and the Consultant shall accept as full payment for its services, a sum of money equal to (1) the fee for each completed and accepted task as shown in the Work Assignment, plus (2) the fee for the percentage of the work completed in any authorized but completed task, less (3) all previous payments made for the same task.

V. COMPENSATION AND PAYMENT OF CONSULTANT'S SERVICE

A. Each Work Assignment shall include all profit, direct and indirect labor costs, personnel related costs, overhead and administrative costs, travel related out-of-pocket expenses and costs, and all other costs which are necessary to provide the services as outlined in this Agreement. Mark-up for subcontracted services shall not exceed 10% of actual cost.

B. The maximum compensation for each Work Assignment shall be determined individually by the City as the need for a Work Assignment arises.

C. Consultant acknowledges and agrees that no minimum amount of work is guaranteed under this Agreement and City may elect not to issue any Work Assignments. If a Work Assignment is issued, the City reserves the right to amend, reduce or terminate the Work Assignment in its sole discretion.

D. Consultant represents and warrants that wage rates and other factual unit costs supporting the compensation relative to this Agreement shall be accurate, complete, and current at the time of entering into this Agreement. The amounts set forth in the Agreement will be adjusted to exclude any significant sums by which the Contract Price was increased where the City

determines such increase is due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such adjustments must be made within one year following completion of the Agreement.

E. The City's performance and obligations to pay under this Agreement is contingent up on an appropriation of lawfully available funds by the City Council. The City shall promptly notify the Consultant if the necessary appropriation is not made.

VI. METHOD OF PAYMENT

A. The City shall pay the Consultant in accordance with the Local Government Prompt Payment Act set forth in §218.70, et seq. F.S., upon receipt of the Consultant's invoice and written approval of same by the City's Administrative Agent indicating that the Services have been rendered in conformity with this Agreement.

B. The Consultant shall submit invoices for payment to the address indicated on the Work Assignment for the Services completed. The invoices shall set forth the charges for the completed Services in accordance with Exhibit B Fee Schedule attached hereto and incorporated herein.

C. The Consultant's invoices shall be in a form satisfactory to the City. The Consultant is responsible for providing all necessary documentation that may be required by the City.

VII. LIABILITY OF CONSULTANT

A. The Consultant shall indemnify and hold harmless the agency, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract.

B. This section shall survive the termination or expiration of this Agreement.

VIII. CONSULTANT'S INSURANCE

Consultant shall procure and maintain insurance as specified in the Solicitation.

IX. RESPONSIBILITIES OF THE CONSULTANT

A. Consultant acknowledges that it is familiar with the requirements of the Agreement Documents, and that it will perform the Services as required.

B. The Consultant agrees to respond to communication from the City within three (3) working days unless a shorter response time is specified by the City.

C. The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all reports, designs, specifications, other documents and data used or produced by or at the behest of the Consultant under this Agreement. The Consultant shall, without additional compensation, correct or revise any errors or deficiencies in its reports, designs, specifications, other documents and data.

D. The Consultant warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Consultant) to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.

E. Consultant agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a Consultant's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Agreement in accordance with the provisions contained herein.

F. The Consultant shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

G. The Consultant shall maintain books, records, documents, and other evidence directly pertaining to or connected with the Services under this Agreement which shall be available and accessible at the Consultant's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives. Such records shall be retained for a minimum of five (5) fiscal years (From October to September) after completion of the Services.

H. The Consultant shall notify the City's Administrative Agent at least one (1) day in advance of any meeting between the Consultant and any City Council Member, regulatory agency or private citizen relating to this Agreement.

I. The Consultant is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. The Consultant is not an employee, agent or servant of the City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Consultant sole direction, supervision and control. The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all aspects the Consultant's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees of the City. Consultant shall be solely responsible for providing benefits and insurance to its employees.

J. The Consultant understands and acknowledges that pursuant to Ch. 934, F.S., Security of Communications; Surveillance, the City DOES NOT CONSENT to the interception and/or disclosure of its oral, wire, or electronic communications. Accordingly, the Consultant warrants it will not utilize nor deploy any electronic, mechanical, or other device (including bots, Artificial Intelligence, or similar software) to record, transcribe, or monitor any such communication during any non-public, in-person or virtual meetings between itself and the City. Consultant activities contrary to this warranty may constitute a felony under Ch. 934, implicate Ch. 119, F.S., Public Records, and/or constitute a material breach of this section and/or other section(s) of this Agreement (e.g. Records Retention, Audits, Ethics, Compliance, and Civility). Only duly authorized City personnel may grant an exception to this prohibition on a case-by-case basis.

X. OWNERSHIP, USE AND FORMATTING OF WORK PRODUCTS

A. It is understood and agreed that the work products, including reports, designs, specifications, other documents and data developed by the Consultant in connection with the Services shall be delivered to, and shall become the property of the City upon acceptance by the City. The Consultant hereby assigns all its copyright and other proprietary interests in the products of this Agreement to the City. Specific written authority is required from the City's Administrative Agent for the Consultant to use any of the work products of this Agreement on any non-City project.

B. Notwithstanding the above, any reuse of the work products by the City on other projects will be at the risk of the City.

C. The City records all land related changes and/or activities in a Geographic Information System (GIS), the applicable version of which shall be stated in the scope. Therefore, all GIS or Computer Aided Drafting (CAD) formatted data created or modified in support of a project will be provided to the City as a project deliverable for inclusion into the City's GIS, at no additional cost. GIS data files submitted in support of a project must adhere to City GIS standards, and CAD drawings submitted must adhere to City CAD standards.

D. Computer systems and databases used for providing the documents necessary to this Agreement shall be compatible with existing City systems. City PCs run the latest version of the Windows operating system and Windows-based compatible software. Additional detail regarding City technology and system may be obtained by contacting the City's Information Technology Department.

XI. FORCE MAJEURE; PERFORMANCE OF CONSULTANT'S PERSONNEL

A. Time is of the essence in the performance of this Agreement. The Consultant specifically agrees that all work performed under the terms and conditions of this Agreement shall be completed within the time limits as set forth herein, or as otherwise identified in the Agreement Documents or as specified by the City's Administrative Agent, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

B. The Consultant shall ensure that all key personnel, support personnel, and other agents as identified in Exhibit B are fully qualified and capable to perform their assigned tasks. Any changes or substitution to the Consultant's key personnel must receive the City's Administrative Agent's written approval before said changes or substitution can become effective.

XII. OBLIGATIONS OF THE CITY

A. The City's Administrative Agent is designated to do all things necessary to properly administer the terms and conditions of this Agreement, including, but not limited to:

1. Review of all Consultant payment requests for approval or rejection; and
2. Periodic reviews of the work of the Consultant as necessary for the completion of the

Consultant's services during the period of this Agreement.

B. The City shall not provide any services to the Consultant in connection with any claim brought on behalf of or against the Consultant.

XIII. TERMINATION

A. The City shall have the right at any time upon thirty (30) calendar days' written notice to the Consultant to terminate the Services of the Consultant for convenience. In the event of termination pursuant to this paragraph, the City shall pay to the Consultant and the Consultant shall accept as full payment for its Services, a sum of money equal to the work completed in any commenced but incomplete Services.

B. Any failure of the Consultant to satisfy the requirements of this Agreement, as documented by the Administrative Agent, shall be considered a default of the Agreement and sufficient reason for termination.

1. For defaults that are curable (as determined solely by the City), the Consultant shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification.

2. For defaults that are not curable (as determined solely by the City), notice of the termination date shall be given as deemed appropriate by the City.

C. In the event the City's termination of this Agreement for default is in any way deficient, at the option of the City such termination may be deemed to be a termination for convenience pursuant to Section XII.A. above.

D. The parties may mutually agree to terminate this Agreement. Such termination shall be evidenced by a notice issued by the City. In the event of termination pursuant to this paragraph, the City shall pay to the Consultant and the Consultant shall accept as full payment for its Services, a sum of money equal to the work completed in any commenced but incomplete Services.

E. In the event that the Consultant has abandoned performance under this Agreement, then the City may terminate this Agreement upon three (3) calendar days' written notice to the Consultant indicating its intention to do so. Payment for work performed prior to the Consultant's abandonment shall be as stated in paragraph XII.D. above. Consultant shall have one hundred and eighty (180) days from the effective date of such termination to submit invoices. Invoices submitted more than one hundred and eighty (180) days after the effective date of such termination may not be accepted for payment.

F. The Consultant shall have the right to terminate Services only in the event of the City failing to pay the Consultant's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Administrative Agent.

G. The City reserves the right to terminate and cancel this Agreement in the event the Consultant shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors.

H. After consultation with and written notice to the Consultant providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to:

1. The quality of a portion, or all, of the Consultant's work not performed in accordance with the requirements of this Agreement;
2. The quantity of the Consultant's work not delivered or performed as represented in the Consultant's Payment Request, or otherwise;
3. Claims made, or likely to be made, against the City or its property;
4. Damages to the City or a third party caused by the Consultant;
5. The Consultant's failure or refusal to perform any obligation under this Agreement.

XIV. STOP WORK ORDER

A. The City's Administrative Agent, may at any time, by written order to the Consultant, require the Consultant to stop all or any part of the work called for by this Agreement. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Consultant. Upon receipt of such as order, the Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Consultant shall not resume work unless specifically so directed in writing by the City. Before the stop work order expires unless it is extended, the Administrative Agent shall take one of the following actions:

1. Cancel the stop work order; or
2. Terminate the work covered by the order; or
3. Terminate this Agreement in accordance with the provisions contained in Section XII.A.

B. In the event the City elects not to direct the Consultant to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XII.A. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the City does not direct the Consultant to resume work within ninety (90) days, the Consultant may terminate this Agreement.

XV. DISPUTE RESOLUTION

A. To the extent Chapter 558, F.S. is applicable, the parties expressly opt out of the requirements of Chapter 558, F.S., within the meaning of §558.005(1), F.S.

B. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Manatee County, Florida, with the parties sharing equally in the cost of such mediation.

C. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.

D. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Manatee County, Florida, or where proper subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and

venue of such courts, including any objection based on forum non conveniens.

E. The parties hereby waive all rights to trial by jury for any litigation concerning this Agreement.

F. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.

G. Unless otherwise agreed in writing, the Consultant shall be required to continue its service and all other obligations under this Agreement during the pendency of any claim or dispute including, but not limited to, the actual period of mediation or judicial proceeding.

XVI. PUBLIC RECORDS

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

City of Bradenton
City Clerk
101 Old Main Street
Bradenton, FL 34205

Phone: 941-932-9400
Email: Cityclerk@Cityofbradenton.com

XVII. MISCELLANEOUS

A. The Agreement Documents constitute the sole and complete understanding between the parties and supersede all other Agreements between them, whether oral or written with respect to the subject matter. No amendment, change order or addendum to the Agreement Documents is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

B. The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.

C. The parties hereto do not intend, nor shall this Agreement be construed, to grant any rights, privileges, or interest to any third party.

D. If the Consultant is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

E. The Consultant shall not assign or transfer any rights, interests, or obligations under this Agreement (whether by novation or otherwise) without the prior written consent of the City, except that claims for the money due or to become due to the Consultant from the City under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the City. Written notice of any such transfer or assignment due to bankruptcy shall be promptly given to the City.

F. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

G. The failure of any party hereto to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of such party's rights or deprive such party

of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

H. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be unaffected thereby and shall remain valid and enforceable as to each party.

I. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

J. Neither the City's review, approval or acceptance of, nor payment for, the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement.

K. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies available at law or in equity.

L. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

M. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the address below:

Consultant's Representative:		City's Administrative Agent:	
Name:	Brendan O'Brien	Name:	Kim Clayback
Title:	Technical Advisor	Title:	Engineering Manager
Address:	2502 N Rocky Point Dr	Address:	888 13th Ave E
	Tampa, FL 33607		Bradenton, FL 34208
Telephone:	617-417-3135	Telephone:	941-708-6304
E-Mail:	BOBrien@chasolutions.com	E-Mail:	Kim.Clayback@bradentonFL.gov

With a copy to: Blalock Walters, P.A.
Attn: Scott E. Rudacille, Esq.
802 11th Street West
Bradenton, Florida 34205
srudacille@blalockwalters.com

N. Any change in the City's Administrative Agent or the Consultant's Representative will be promptly communicated in writing by the party making the change.

O. Paragraph headings are for convenience of the parties and for reference purposes only and shall be given no legal effect.

P. The Solicitation and all attachments and addenda thereto are hereby incorporated in the Agreement by this reference.

AGREEMENT FOR
ENGINEERING CONTINUING SERVICES - STORMWATER

Consultant and City acknowledge having read and understood this Agreement and hereby agree to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the date last written below.

CHA CONSULTING, INC.

By: _____

Print Name: Michael A. Platt
(Title of Authorized Representative)

Date: 3/19/2026

Title: Secretary

CITY OF BRADENTON

By: _____
GENE BROWN
Mayor

Date: _____

ATTEST:

By: _____
TAMARA MELTON
City Clerk

Approved as to form:

By: _____
SCOTT E. RUDACILLE
City Attorney

EXHIBIT A
SCOPE OF SERVICES

1. Overview

The Consultant shall provide professional engineering services for projects within the utility work program consisting of studies, design, permitting, and certification for all types of stormwater engineering services.

2. Assignment of Work

1. Project sizes may vary, and tasks will be assigned based on individually negotiated work assignments.
2. Consultant shall perform all the services specified in accordance with generally accepted professional standards. Consultant shall perform all services expeditiously with professional skill, care, and orderly progress of work.
3. At least one (1) key personnel shall hold and maintain the state license(s) necessary to perform the requested work
4. All work shall conform to and comply with applicable codes, laws, ordinances, regulations and restrictions.

3. Scope of Services

This category of work includes professional engineering design services associated with Public Works Utilities. The work may include, but is not limited to pre-design services, design services, and Services During Construction (SDC) which shall include field and/or office administration tasks.
Consultant may be requested to provide engineering services for stormwater as indicated below.

A. Stormwater application services to support the City's stormwater program shall include:
    1. Technical and engineering studies
    2. Cost estimated and analysis
    3. Geographic Information (GIS) services
        a. Data Collection
        b. Application development
        c. Mapping
        d. Operational support
    4. Permitting
    5. Field Studies
    6. Stormwater system inspection and evaluation
    7. Land surveying
    8. Engineering design
    9. Stormwater modeling, planning and design
    10. Regulatory agency and utilities coordination

B. Stormwater and related environmental and scientific work shall include:
    1. Floodplain protection
        a. Watershed Modeling, Evaluation, and Planning
        b. Hydraulic and hydrologic modeling using tools such as Interconnected Pond Routing (ICPR) for Level of Service analysis
        c. Development review assistance
        d. Watershed management planning, updates and maintenance related to floodplain protection
        e. Federal Emergency Management Agency (FEMA) updates and coordination.

EXHIBIT A
SCOPE OF SERVICES

f. Community Rating System (CRS)

2. Water quality
   a. Pollutant load modeling
   b. Watershed planning and sediment management plan related to water quality
   c. Low Impact Development
   d. MS4 Assistance
   e. Feasibility studies
   f. Best management practice analysis
   g. Regulatory support for permitting including meetings, application, and responding to requests for additional information.

3. Stormwater infrastructure repair, rehabilitation and replacement
   a. Application of trenchless technologies
   b. Erosion control and bank stabilization
   c. Drainage operations and maintenance
   d. Infrastructure condition and needs assessments
   e. Engineering design

C. Additional services may include, but not limited to:
   1. Public outreach
   2. Value Engineering
   3. Constructability review
   4. Construction management
   5. Construction Engineering and Inspection (CEI)
   6. Financial/fiscal studies
   7. Quality assurance/quality control (QA/QC) related tasks
   8. Coordination with other disciplines
   9. Preparation of estimated quantities, costs and bid documents.
   10. Attend project management and public meetings
   11. Assists with Southwest Florida Water Management District (SWFWMD) and other grant/loan funding.

EXHIBIT B
KEY PERSONNEL

Staff Name	Job Title
Brendan O'Brien	Technical Advisor
Angela Baron-Ruiz	Project Manager
Barton Jones	Client Service Manager
Arnelio Alfonso	Technical Advisor

EXHIBIT C
HOURLY RATES

Job Classification	Hourly Rate
Principal	$375
Technical Advisor	$370
Senior Project Manager	$310
Project Manager	$215
Assistant Project Manager	$160
Quality Control Manager	$350
Senior Project Engineer	$305
Project Engineer	$230
Junior Project Engineer	$145
Structural Engineer	$200
Architect	$200
Landscape Architect	$220
Senior Designer	$190
Designer	$140
Senior GIS Analyst	$145
GIS Analyst	$130
Senior GIS Technician	$120
GIS Technician	$95
Senior Database Administrator	$195
Database Administrator	$170

EXHIBIT C
HOURLY RATES

Senior Environmental Scientist	$315
Environmental Scientist	$260
Construction Manager	$175
Senior Inspector	$165
Inspector	$125
Senior Administrative Assistant	$130
Administrative Assistant	$85
Intern	$105

AGREEMENT FOR
ENGINEERING CONTINUING SERVICES - STORMWATER

THIS AGREEMENT (the "Agreement") is made and entered into as of the date of execution by both parties, by and between the **City of Bradenton**, a political subdivision of the State of Florida (the "City"), and **EG Solutions, Inc.**, a Florida corporation (the "Consultant").

WITNESSETH

WHEREAS, the City required a consultant to provide Engineering Continuing Services for Stormwater; and

WHEREAS, the City issued Request for Qualifications (RFQ) 26-013MK on December 9, 2025 (the "Solicitation"); and

WHEREAS, the City evaluated the proposals in accordance with §287.055, F.S.; and

WHEREAS, the Consultant has reviewed the services required pursuant to this Agreement and is qualified, willing, and able to provide and perform all such services in accordance with its terms; and

WHEREAS, the parties desire to enter into a contract setting forth the terms and conditions of their agreement.

NOW, THEREFORE, the City and the Consultant, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, do agree as follows:

I. AGREEMENT DOCUMENTS AND SCOPE OF CONSULTANT'S SERVICES

The Scope of Services, Key Personnel, and Hourly Rates are attached hereto, and the Solicitation (including all attachments thereto), and Consultant's Proposal are made part hereof by this reference, and the terms and provisions contained therein shall be incorporated into this Agreement as if fully stated herein (the documents attached hereto, this Agreement, and any Work Assignment(s) hereinafter issued pursuant to this Agreement shall be collectively referred to herein as the "Agreement Documents"). To the extent there is conflict among the terms and provisions of the Agreement Documents, the order of precedence shall be the order in which the Agreement Documents are listed below:

1. Contract and any addenda;
2. Work Assignment(s);
3. Scope of Services;
4. Key Personnel;
5. Hourly Rates;
6. Purchase Order(s);
7. Solicitation; and
8. Consultant's Proposal.

The Consultant agrees to diligently provide all materials, services, and labor for Engineering Continuing Services for Stormwater in accordance with the Scope of Services, attached as Exhibit A incorporated herein (the "Services").

AGREEMENT FOR
ENGINEERING CONTINUING SERVICES - STORMWATER

II. TERM

This Agreement shall commence immediately upon execution by both the City and the Consultant and shall continue for an initial period of three (3) years. The Agreement may be renewed for up to two (2) additional one-year periods by written Agreement of both parties.

III. WORK ASSIGNMENTS

A. Consultant shall be engaged to perform specific work through the issuance of a negotiated work assignment ("Work Assignment").

B. Consultant acknowledges that the City has entered into multiple agreements with various firms (collectively with Consultant, the "Firms") for the Services and Work Assignments shall be issued on a rotational basis.

1. Work Assignments shall be issued in accordance with §287.055(2)(g). F.S
2. For each services category identified in the Scope of Services (the "Service Categories"), Purchasing will place the Firms in the City's professional services library in the order they are ranked, with the highest scoring Firm placed in the first position in the rotation.
3. As each Work Assignment is identified, the next Firm in the rotation will be offered the opportunity to negotiate that Work Assignment with the City's Administrative Agent.
4. Should a Firm decline a Work Assignment, fail to respond, or be unable to reach a satisfactory fee negotiation with the City within a reasonable time frame, the City will contact the next Firm on the list until the Work Assignment is successfully negotiated.
    i. Firms will have the option of rejecting one (1) Work Assignment within each Service Category within a twelve-month period without penalty. A second Work Assignment rejection within a Service Category during any twelve-month period will cause the Firm to be skipped in the rotation for the subsequent Work Assignment within the Service Category. A Firm who rejects three (3) Work Assignments (or is unable to satisfactorily negotiate three (3) Work Assignments) in any twelve-month period will be removed from the Service Category.
    ii. Firms wishing to reject a Work Assignment for any reason must provide a rejection notification document in form and substance satisfactory to the City. A copy of this form must be provided to Purchasing by the City's Administrative Agent.
5. After notification by the City, the Consultant and City shall negotiate a scope of work, time schedule, and budget for performance of the work. When the scope of work, time schedule and budget are mutually agreeable, the Work Assignment shall be executed by the parties.

C. Consultant will identify and provide qualifications of sub-consultants during the Work Assignment negotiations. The City reserves the right to review and approve all sub-consultants identified in the Work Assignment prior to execution of the Work Assignment.

D. Amendments to Work Assignments shall reference original Work Assignment scope and all items as detailed in section III.B.5 to which they relate. No amendment to a Work Assignment is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

E. If the City's Administrative Agent requires the Consultant to perform additional services related to a Work Assignment, then the Consultant shall be entitled to additional compensation based on the Fee Schedule, as amended, to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Agreement by written amendment. The City shall not pay for any additional services or work performed prior to the execution of a written amendment to the Work Assignment.

F. Notwithstanding the preceding, in the event additional services or work are required as a result of error, omission, or negligence of the Consultant, the Consultant shall not be entitled to additional compensation for such additional services or work.

G. Notwithstanding the foregoing, the City reserves the right, in its sole discretion, to disregard the rotation in any Service Category and select ("direct select") a specific firm to perform the required services.

IV. TERMINATION OF WORK ASSIGNMENTS

The City shall have the right at any time to terminate a Work Assignment. In that event, the Consultant shall cease work and shall deliver to the City all documents (including reports, designs, specifications, and all other data) prepared or obtained by the Consultant in connection with the Work Assignment. The City shall, upon receipt of the aforesaid documents, pay to the Consultant and the Consultant shall accept as full payment for its services, a sum of money equal to (1) the fee for each completed and accepted task as shown in the Work Assignment, plus (2) the fee for the percentage of the work completed in any authorized but completed task, less (3) all previous payments made for the same task.

V. COMPENSATION AND PAYMENT OF CONSULTANT'S SERVICE

A. Each Work Assignment shall include all profit, direct and indirect labor costs, personnel related costs, overhead and administrative costs, travel related out-of-pocket expenses and costs, and all other costs which are necessary to provide the services as outlined in this Agreement. Mark-up for subcontracted services shall not exceed 10% of actual cost.

B. The maximum compensation for each Work Assignment shall be determined individually by the City as the need for a Work Assignment arises.

C. Consultant acknowledges and agrees that no minimum amount of work is guaranteed under this Agreement and City may elect not to issue any Work Assignments. If a Work Assignment is issued, the City reserves the right to amend, reduce or terminate the Work Assignment in its sole discretion.

D. Consultant represents and warrants that wage rates and other factual unit costs supporting the compensation relative to this Agreement shall be accurate, complete, and current at the time of entering into this Agreement. The amounts set forth in the Agreement will be adjusted to exclude any significant sums by which the Contract Price was increased where the City

determines such increase is due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such adjustments must be made within one year following completion of the Agreement.

E. The City's performance and obligations to pay under this Agreement is contingent up on an appropriation of lawfully available funds by the City Council. The City shall promptly notify the Consultant if the necessary appropriation is not made.

VI. METHOD OF PAYMENT

A. The City shall pay the Consultant in accordance with the Local Government Prompt Payment Act set forth in §218.70, et seq. F.S., upon receipt of the Consultant's invoice and written approval of same by the City's Administrative Agent indicating that the Services have been rendered in conformity with this Agreement.

B. The Consultant shall submit invoices for payment to the address indicated on the Work Assignment for the Services completed. The invoices shall set forth the charges for the completed Services in accordance with Exhibit B Fee Schedule attached hereto and incorporated herein.

C. The Consultant's invoices shall be in a form satisfactory to the City. The Consultant is responsible for providing all necessary documentation that may be required by the City.

VII. LIABILITY OF CONSULTANT

A. The Consultant shall indemnify and hold harmless the agency, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract.

B. This section shall survive the termination or expiration of this Agreement.

VIII. CONSULTANT'S INSURANCE

Consultant shall procure and maintain insurance as specified in the Solicitation.

IX. RESPONSIBILITIES OF THE CONSULTANT

A. Consultant acknowledges that it is familiar with the requirements of the Agreement Documents, and that it will perform the Services as required.

B. The Consultant agrees to respond to communication from the City within three (3) working days unless a shorter response time is specified by the City.

C. The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all reports, designs, specifications, other documents and data used or produced by or at the behest of the Consultant under this Agreement. The Consultant shall, without additional compensation, correct or revise any errors or deficiencies in its reports, designs, specifications, other documents and data.

D. The Consultant warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Consultant) to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.

E. Consultant agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a Consultant's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Agreement in accordance with the provisions contained herein.

F. The Consultant shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

G. The Consultant shall maintain books, records, documents, and other evidence directly pertaining to or connected with the Services under this Agreement which shall be available and accessible at the Consultant's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives. Such records shall be retained for a minimum of five (5) fiscal years (From October to September) after completion of the Services.

H. The Consultant shall notify the City's Administrative Agent at least one (1) day in advance of any meeting between the Consultant and any City Council Member, regulatory agency or private citizen relating to this Agreement.

I. The Consultant is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. The Consultant is not an employee, agent or servant of the City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Consultant sole direction, supervision and control. The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all aspects the Consultant's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees of the City. Consultant shall be solely responsible for providing benefits and insurance to its employees.

J. The Consultant understands and acknowledges that pursuant to Ch. 934, F.S., Security of Communications; Surveillance, the City DOES NOT CONSENT to the interception and/or disclosure of its oral, wire, or electronic communications. Accordingly, the Consultant warrants it will not utilize nor deploy any electronic, mechanical, or other device (including bots, Artificial Intelligence, or similar software) to record, transcribe, or monitor any such communication during any non-public, in-person or virtual meetings between itself and the City. Consultant activities contrary to this warranty may constitute a felony under Ch. 934, implicate Ch. 119, F.S., Public Records, and/or constitute a material breach of this section and/or other section(s) of this Agreement (e.g. Records Retention, Audits, Ethics, Compliance, and Civility). Only duly authorized City personnel may grant an exception to this prohibition on a case-by-case basis.

X. OWNERSHIP, USE AND FORMATTING OF WORK PRODUCTS

A. It is understood and agreed that the work products, including reports, designs, specifications, other documents and data developed by the Consultant in connection with the Services shall be delivered to, and shall become the property of the City upon acceptance by the City. The Consultant hereby assigns all its copyright and other proprietary interests in the products of this Agreement to the City. Specific written authority is required from the City's Administrative Agent for the Consultant to use any of the work products of this Agreement on any non-City project.

B. Notwithstanding the above, any reuse of the work products by the City on other projects will be at the risk of the City.

C. The City records all land related changes and/or activities in a Geographic Information System (GIS), the applicable version of which shall be stated in the scope. Therefore, all GIS or Computer Aided Drafting (CAD) formatted data created or modified in support of a project will be provided to the City as a project deliverable for inclusion into the City's GIS, at no additional cost. GIS data files submitted in support of a project must adhere to City GIS standards, and CAD drawings submitted must adhere to City CAD standards.

D. Computer systems and databases used for providing the documents necessary to this Agreement shall be compatible with existing City systems. City PCs run the latest version of the Windows operating system and Windows-based compatible software. Additional detail regarding City technology and system may be obtained by contacting the City's Information Technology Department.

XI. FORCE MAJEURE; PERFORMANCE OF CONSULTANT'S PERSONNEL

A. Time is of the essence in the performance of this Agreement. The Consultant specifically agrees that all work performed under the terms and conditions of this Agreement shall be completed within the time limits as set forth herein, or as otherwise identified in the Agreement Documents or as specified by the City's Administrative Agent, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

B. The Consultant shall ensure that all key personnel, support personnel, and other agents as identified in Exhibit B are fully qualified and capable to perform their assigned tasks. Any changes or substitution to the Consultant's key personnel must receive the City's Administrative Agent's written approval before said changes or substitution can become effective.

XII. OBLIGATIONS OF THE CITY

A. The City's Administrative Agent is designated to do all things necessary to properly administer the terms and conditions of this Agreement, including, but not limited to:

1. Review of all Consultant payment requests for approval or rejection; and
2. Periodic reviews of the work of the Consultant as necessary for the completion of the

Consultant's services during the period of this Agreement.

B. The City shall not provide any services to the Consultant in connection with any claim brought on behalf of or against the Consultant.

XIII. TERMINATION

A. The City shall have the right at any time upon thirty (30) calendar days' written notice to the Consultant to terminate the Services of the Consultant for convenience. In the event of termination pursuant to this paragraph, the City shall pay to the Consultant and the Consultant shall accept as full payment for its Services, a sum of money equal to the work completed in any commenced but incomplete Services.

B. Any failure of the Consultant to satisfy the requirements of this Agreement, as documented by the Administrative Agent, shall be considered a default of the Agreement and sufficient reason for termination.

1. For defaults that are curable (as determined solely by the City), the Consultant shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification.

2. For defaults that are not curable (as determined solely by the City), notice of the termination date shall be given as deemed appropriate by the City.

C. In the event the City's termination of this Agreement for default is in any way deficient, at the option of the City such termination may be deemed to be a termination for convenience pursuant to Section XII.A. above.

D. The parties may mutually agree to terminate this Agreement. Such termination shall be evidenced by a notice issued by the City. In the event of termination pursuant to this paragraph, the City shall pay to the Consultant and the Consultant shall accept as full payment for its Services, a sum of money equal to the work completed in any commenced but incomplete Services.

E. In the event that the Consultant has abandoned performance under this Agreement, then the City may terminate this Agreement upon three (3) calendar days' written notice to the Consultant indicating its intention to do so. Payment for work performed prior to the Consultant's abandonment shall be as stated in paragraph XII.D. above. Consultant shall have one hundred and eighty (180) days from the effective date of such termination to submit invoices. Invoices submitted more than one hundred and eighty (180) days after the effective date of such termination may not be accepted for payment.

F. The Consultant shall have the right to terminate Services only in the event of the City failing to pay the Consultant's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Administrative Agent.

G. The City reserves the right to terminate and cancel this Agreement in the event the Consultant shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors.

H. After consultation with and written notice to the Consultant providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to:

1. The quality of a portion, or all, of the Consultant's work not performed in accordance with the requirements of this Agreement;
2. The quantity of the Consultant's work not delivered or performed as represented in the Consultant's Payment Request, or otherwise;
3. Claims made, or likely to be made, against the City or its property;
4. Damages to the City or a third party caused by the Consultant;
5. The Consultant's failure or refusal to perform any obligation under this Agreement.

XIV. STOP WORK ORDER

A. The City's Administrative Agent, may at any time, by written order to the Consultant, require the Consultant to stop all or any part of the work called for by this Agreement. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Consultant. Upon receipt of such as order, the Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Consultant shall not resume work unless specifically so directed in writing by the City. Before the stop work order expires unless it is extended, the Administrative Agent shall take one of the following actions:

   1. Cancel the stop work order; or
   2. Terminate the work covered by the order; or
   3. Terminate this Agreement in accordance with the provisions contained in Section XII.A.

B. In the event the City elects not to direct the Consultant to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XII.A. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the City does not direct the Consultant to resume work within ninety (90) days, the Consultant may terminate this Agreement.

XV. DISPUTE RESOLUTION

A. To the extent Chapter 558, F.S. is applicable, the parties expressly opt out of the requirements of Chapter 558, F.S., within the meaning of §558.005(1), F.S.

B. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Manatee County, Florida, with the parties sharing equally in the cost of such mediation.

C. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.

D. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Manatee County, Florida, or where proper subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and

venue of such courts, including any objection based on forum non conveniens.

E. The parties hereby waive all rights to trial by jury for any litigation concerning this Agreement.

F. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.

G. Unless otherwise agreed in writing, the Consultant shall be required to continue its service and all other obligations under this Agreement during the pendency of any claim or dispute including, but not limited to, the actual period of mediation or judicial proceeding.

XVI. PUBLIC RECORDS

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

City of Bradenton
City Clerk
101 Old Main Street
Bradenton, FL 34205

Phone: 941-932-9400
Email: Cityclerk@Cityofbradenton.com

XVII. MISCELLANEOUS

A. The Agreement Documents constitute the sole and complete understanding between the parties and supersede all other Agreements between them, whether oral or written with respect to the subject matter. No amendment, change order or addendum to the Agreement Documents is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

B. The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.

C. The parties hereto do not intend, nor shall this Agreement be construed, to grant any rights, privileges, or interest to any third party.

D. If the Consultant is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

E. The Consultant shall not assign or transfer any rights, interests, or obligations under this Agreement (whether by novation or otherwise) without the prior written consent of the City, except that claims for the money due or to become due to the Consultant from the City under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the City. Written notice of any such transfer or assignment due to bankruptcy shall be promptly given to the City.

F. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

G. The failure of any party hereto to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of such party's rights or deprive such party

of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

H. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be unaffected thereby and shall remain valid and enforceable as to each party.

I. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

J. Neither the City's review, approval or acceptance of, nor payment for, the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement.

K. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies available at law or in equity.

L. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

M. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the address below:

Consultant's Representative:

Name:	Mike Harris, CM
Title:	Chief Designer
Address:	9024 Town Center Parkway, Suite 101
	Lakewood Ranch, FL 34202
Telephone:	317-850-8836
E-Mail:	mharris@eg-solutionsinc.com

City's Administrative Agent:

Name:	Kim Clayback
Title:	Engineering Manager
Address:	888 13th Ave E
	Bradenton, FL 34208
Telephone:	941-708-6304
E-Mail:	Kim.Clayback@bradentonFL.gov

With a copy to: Blalock Walters, P.A.
Attn: Scott E. Rudacille, Esq.
802 11th Street West
Bradenton, Florida 34205
srudacille@blalockwalters.com

N. Any change in the City's Administrative Agent or the Consultant's Representative will be promptly communicated in writing by the party making the change.

O. Paragraph headings are for convenience of the parties and for reference purposes only and shall be given no legal effect.

P. The Solicitation and all attachments and addenda thereto are hereby incorporated in the

AGREEMENT FOR
ENGINEERING CONTINUING SERVICES - STORMWATER

Agreement by this reference.

Consultant and City acknowledge having read and understood this Agreement and hereby agree to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the date last written below.

EG SOLUTIONS, INC.

By: _____

Print Name: GLORIA C. BRADY
(Title of Authorized Representative)

Date: 3-24-2026

Title: PRESIDENT

CITY OF BRADENTON

By: _____
GENE BROWN
Mayor

Date: _____

ATTEST:

By: _____
TAMARA MELTON
City Clerk

Approved as to form:

By: _____
SCOTT E. RUDACILLE
City Attorney

EXHIBIT A
SCOPE OF SERVICES

1. Overview

The Consultant shall provide professional engineering services for projects within the utility work program consisting of studies, design, permitting, and certification for all types of stormwater engineering services.

2. Assignment of Work

1. Project sizes may vary, and tasks will be assigned based on individually negotiated work assignments.
2. Consultant shall perform all the services specified in accordance with generally accepted professional standards. Consultant shall perform all services expeditiously with professional skill, care, and orderly progress of work.
3. At least one (1) key personnel shall hold and maintain the state license(s) necessary to perform the requested work
4. All work shall conform to and comply with applicable codes, laws, ordinances, regulations and restrictions.

3. Scope of Services

This category of work includes professional engineering design services associated with Public Works Utilities. The work may include, but is not limited to pre-design services, design services, and Services During Construction (SDC) which shall include field and/or office administration tasks.
Consultant may be requested to provide engineering services for stormwater as indicated below.

A. Stormwater application services to support the City's stormwater program shall include:
    1. Technical and engineering studies
    2. Cost estimated and analysis
    3. Geographic Information (GIS) services
        a. Data Collection
        b. Application development
        c. Mapping
        d. Operational support
    4. Permitting
    5. Field Studies
    6. Stormwater system inspection and evaluation
    7. Land surveying
    8. Engineering design
    9. Stormwater modeling, planning and design
    10. Regulatory agency and utilities coordination

B. Stormwater and related environmental and scientific work shall include:
    1. Floodplain protection
        a. Watershed Modeling, Evaluation, and Planning
        b. Hydraulic and hydrologic modeling using tools such as Interconnected Pond Routing (ICPR) for Level of Service analysis
        c. Development review assistance
        d. Watershed management planning, updates and maintenance related to floodplain protection
        e. Federal Emergency Management Agency (FEMA) updates and coordination.

EXHIBIT A
SCOPE OF SERVICES

f. Community Rating System (CRS)

2. Water quality
   a. Pollutant load modeling
   b. Watershed planning and sediment management plan related to water quality
   c. Low Impact Development
   d. MS4 Assistance
   e. Feasibility studies
   f. Best management practice analysis
   g. Regulatory support for permitting including meetings, application, and responding to requests for additional information.

3. Stormwater infrastructure repair, rehabilitation and replacement
   a. Application of trenchless technologies
   b. Erosion control and bank stabilization
   c. Drainage operations and maintenance
   d. Infrastructure condition and needs assessments
   e. Engineering design

C. Additional services may include, but not limited to:
   1. Public outreach
   2. Value Engineering
   3. Constructability review
   4. Construction management
   5. Construction Engineering and Inspection (CEI)
   6. Financial/fiscal studies
   7. Quality assurance/quality control (QA/QC) related tasks
   8. Coordination with other disciplines
   9. Preparation of estimated quantities, costs and bid documents.
   10. Attend project management and public meetings
   11. Assists with Southwest Florida Water Management District (SWFWMD) and other grant/loan funding.

EXHIBIT B
KEY PERSONNEL

Staff Name	Job Title
Mike Harris	Chief Designer
Gloria Brady	Chief Engineer
Scott Brady	Senior Consultant
Sean Kuang	Senior Engineer
Adesh Ramdhanas	Engineer 2
Ian Brady	Senior Engineer

EXHIBIT C
HOURLY RATES

Job Classification	Hourly Rate
Chief Engineer	$325.00
Principal	$315.00
Senior Consultant	$300.00
Chief Designer	$295.00
Senior Engineer	$220.00
Engineer 3	$195.00
Engineer 2	$155.00
Engineer 1	$125.00
Sr. Construction Manager	$210.00
Sr. RPR	$170.00
RPR 3/Tech 3	$150.00
RPR 2/Tech 2	$135.00
RPR 1/Tech 1	$110.00
Project Coordinator	$160.00
Senior Admin	$190.00
Admin 3	$160.00
Admin 2	$110.00
Admin 1	$95.00

AGREEMENT FOR
ENGINEERING CONTINUING SERVICES - STORMWATER

THIS AGREEMENT (the "Agreement") is made and entered into as of the date of execution by both parties, by and between the **City of Bradenton**, a political subdivision of the State of Florida (the "City"), and **HR Green, Inc.**, a Florida corporation (the "Consultant").

WITNESSETH

WHEREAS, the City required a consultant to provide Engineering Continuing Services for Stormwater; and

WHEREAS, the City issued Request for Qualifications (RFQ) 26-013MK on December 9, 2025 (the "Solicitation"); and

WHEREAS, the City evaluated the proposals in accordance with §287.055, F.S.; and

WHEREAS, the Consultant has reviewed the services required pursuant to this Agreement and is qualified, willing, and able to provide and perform all such services in accordance with its terms; and

WHEREAS, the parties desire to enter into a contract setting forth the terms and conditions of their agreement.

NOW, THEREFORE, the City and the Consultant, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, do agree as follows:

I. AGREEMENT DOCUMENTS AND SCOPE OF CONSULTANT'S SERVICES

The Scope of Services, Key Personnel, and Hourly Rates are attached hereto, and the Solicitation (including all attachments thereto), and Consultant's Proposal are made part hereof by this reference, and the terms and provisions contained therein shall be incorporated into this Agreement as if fully stated herein (the documents attached hereto, this Agreement, and any Work Assignment(s) hereinafter issued pursuant to this Agreement shall be collectively referred to herein as the "Agreement Documents"). To the extent there is conflict among the terms and provisions of the Agreement Documents, the order of precedence shall be the order in which the Agreement Documents are listed below:

1. Contract and any addenda;
2. Work Assignment(s);
3. Scope of Services;
4. Key Personnel;
5. Hourly Rates;
6. Purchase Order(s);
7. Solicitation; and
8. Consultant's Proposal.

The Consultant agrees to diligently provide all materials, services, and labor for Engineering Continuing Services for Stormwater in accordance with the Scope of Services, attached as Exhibit A incorporated herein (the "Services").

II. TERM

This Agreement shall commence immediately upon execution by both the City and the Consultant and shall continue for an initial period of three (3) years. The Agreement may be renewed for up to two (2) additional one-year periods by written Agreement of both parties.

III. WORK ASSIGNMENTS

A. Consultant shall be engaged to perform specific work through the issuance of a negotiated work assignment ("Work Assignment").

B. Consultant acknowledges that the City has entered into multiple agreements with various firms (collectively with Consultant, the "Firms") for the Services and Work Assignments shall be issued on a rotational basis.

1. Work Assignments shall be issued in accordance with §287.055(2)(g). F.S
2. For each services category identified in the Scope of Services (the "Service Categories"), Purchasing will place the Firms in the City's professional services library in the order they are ranked, with the highest scoring Firm placed in the first position in the rotation.
3. As each Work Assignment is identified, the next Firm in the rotation will be offered the opportunity to negotiate that Work Assignment with the City's Administrative Agent.
4. Should a Firm decline a Work Assignment, fail to respond, or be unable to reach a satisfactory fee negotiation with the City within a reasonable time frame, the City will contact the next Firm on the list until the Work Assignment is successfully negotiated.
    i. Firms will have the option of rejecting one (1) Work Assignment within each Service Category within a twelve-month period without penalty. A second Work Assignment rejection within a Service Category during any twelve-month period will cause the Firm to be skipped in the rotation for the subsequent Work Assignment within the Service Category. A Firm who rejects three (3) Work Assignments (or is unable to satisfactorily negotiate three (3) Work Assignments) in any twelve-month period will be removed from the Service Category.
    ii. Firms wishing to reject a Work Assignment for any reason must provide a rejection notification document in form and substance satisfactory to the City. A copy of this form must be provided to Purchasing by the City's Administrative Agent.
5. After notification by the City, the Consultant and City shall negotiate a scope of work, time schedule, and budget for performance of the work. When the scope of work, time schedule and budget are mutually agreeable, the Work Assignment shall be executed by the parties.

C. Consultant will identify and provide qualifications of sub-consultants during the Work Assignment negotiations. The City reserves the right to review and approve all sub-consultants identified in the Work Assignment prior to execution of the Work Assignment.

D. Amendments to Work Assignments shall reference original Work Assignment scope and all items as detailed in section III.B.5 to which they relate. No amendment to a Work Assignment is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

E. If the City's Administrative Agent requires the Consultant to perform additional services related to a Work Assignment, then the Consultant shall be entitled to additional compensation based on the Fee Schedule, as amended, to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Agreement by written amendment. The City shall not pay for any additional services or work performed prior to the execution of a written amendment to the Work Assignment.

F. Notwithstanding the preceding, in the event additional services or work are required as a result of error, omission, or negligence of the Consultant, the Consultant shall not be entitled to additional compensation for such additional services or work.

G. Notwithstanding the foregoing, the City reserves the right, in its sole discretion, to disregard the rotation in any Service Category and select ("direct select") a specific firm to perform the required services.

IV. TERMINATION OF WORK ASSIGNMENTS

The City shall have the right at any time to terminate a Work Assignment. In that event, the Consultant shall cease work and shall deliver to the City all documents (including reports, designs, specifications, and all other data) prepared or obtained by the Consultant in connection with the Work Assignment. The City shall, upon receipt of the aforesaid documents, pay to the Consultant and the Consultant shall accept as full payment for its services, a sum of money equal to (1) the fee for each completed and accepted task as shown in the Work Assignment, plus (2) the fee for the percentage of the work completed in any authorized but completed task, less (3) all previous payments made for the same task.

V. COMPENSATION AND PAYMENT OF CONSULTANT'S SERVICE

A. Each Work Assignment shall include all profit, direct and indirect labor costs, personnel related costs, overhead and administrative costs, travel related out-of-pocket expenses and costs, and all other costs which are necessary to provide the services as outlined in this Agreement. Mark-up for subcontracted services shall not exceed 10% of actual cost.

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C. Consultant acknowledges and agrees that no minimum amount of work is guaranteed under this Agreement and City may elect not to issue any Work Assignments. If a Work Assignment is issued, the City reserves the right to amend, reduce or terminate the Work Assignment in its sole discretion.

D. Consultant represents and warrants that wage rates and other factual unit costs supporting the compensation relative to this Agreement shall be accurate, complete, and current at the time of entering into this Agreement. The amounts set forth in the Agreement will be adjusted to exclude any significant sums by which the Contract Price was increased where the City

determines such increase is due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such adjustments must be made within one year following completion of the Agreement.

E. The City's performance and obligations to pay under this Agreement is contingent up on an appropriation of lawfully available funds by the City Council. The City shall promptly notify the Consultant if the necessary appropriation is not made.

VI. METHOD OF PAYMENT

A. The City shall pay the Consultant in accordance with the Local Government Prompt Payment Act set forth in §218.70, et seq. F.S., upon receipt of the Consultant's invoice and written approval of same by the City's Administrative Agent indicating that the Services have been rendered in conformity with this Agreement.

B. The Consultant shall submit invoices for payment to the address indicated on the Work Assignment for the Services completed. The invoices shall set forth the charges for the completed Services in accordance with Exhibit B Fee Schedule attached hereto and incorporated herein.

C. The Consultant's invoices shall be in a form satisfactory to the City. The Consultant is responsible for providing all necessary documentation that may be required by the City.

VII. LIABILITY OF CONSULTANT

A. The Consultant shall indemnify and hold harmless the agency, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract.

B. This section shall survive the termination or expiration of this Agreement.

VIII. CONSULTANT'S INSURANCE

Consultant shall procure and maintain insurance as specified in the Solicitation.

IX. RESPONSIBILITIES OF THE CONSULTANT

A. Consultant acknowledges that it is familiar with the requirements of the Agreement Documents, and that it will perform the Services as required.

B. The Consultant agrees to respond to communication from the City within three (3) working days unless a shorter response time is specified by the City.

C. The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all reports, designs, specifications, other documents and data used or produced by or at the behest of the Consultant under this Agreement. The Consultant shall, without additional compensation, correct or revise any errors or deficiencies in its reports, designs, specifications, other documents and data.

D. The Consultant warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Consultant) to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.

E. Consultant agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a Consultant's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Agreement in accordance with the provisions contained herein.

F. The Consultant shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

G. The Consultant shall maintain books, records, documents, and other evidence directly pertaining to or connected with the Services under this Agreement which shall be available and accessible at the Consultant's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives. Such records shall be retained for a minimum of five (5) fiscal years (From October to September) after completion of the Services.

H. The Consultant shall notify the City's Administrative Agent at least one (1) day in advance of any meeting between the Consultant and any City Council Member, regulatory agency or private citizen relating to this Agreement.

I. The Consultant is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. The Consultant is not an employee, agent or servant of the City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Consultant sole direction, supervision and control. The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all aspects the Consultant's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees of the City. Consultant shall be solely responsible for providing benefits and insurance to its employees.

J. The Consultant understands and acknowledges that pursuant to Ch. 934, F.S., Security of Communications; Surveillance, the City DOES NOT CONSENT to the interception and/or disclosure of its oral, wire, or electronic communications. Accordingly, the Consultant warrants it will not utilize nor deploy any electronic, mechanical, or other device (including bots, Artificial Intelligence, or similar software) to record, transcribe, or monitor any such communication during any non-public, in-person or virtual meetings between itself and the City. Consultant activities contrary to this warranty may constitute a felony under Ch. 934, implicate Ch. 119, F.S., Public Records, and/or constitute a material breach of this section and/or other section(s) of this Agreement (e.g. Records Retention, Audits, Ethics, Compliance, and Civility). Only duly authorized City personnel may grant an exception to this prohibition on a case-by-case basis.

X. OWNERSHIP, USE AND FORMATTING OF WORK PRODUCTS

A. It is understood and agreed that the work products, including reports, designs, specifications, other documents and data developed by the Consultant in connection with the Services shall be delivered to, and shall become the property of the City upon acceptance by the City. The Consultant hereby assigns all its copyright and other proprietary interests in the products of this Agreement to the City. Specific written authority is required from the City's Administrative Agent for the Consultant to use any of the work products of this Agreement on any non-City project.

B. Notwithstanding the above, any reuse of the work products by the City on other projects will be at the risk of the City.

C. The City records all land related changes and/or activities in a Geographic Information System (GIS), the applicable version of which shall be stated in the scope. Therefore, all GIS or Computer Aided Drafting (CAD) formatted data created or modified in support of a project will be provided to the City as a project deliverable for inclusion into the City's GIS, at no additional cost. GIS data files submitted in support of a project must adhere to City GIS standards, and CAD drawings submitted must adhere to City CAD standards.

D. Computer systems and databases used for providing the documents necessary to this Agreement shall be compatible with existing City systems. City PCs run the latest version of the Windows operating system and Windows-based compatible software. Additional detail regarding City technology and system may be obtained by contacting the City's Information Technology Department.

XI. FORCE MAJEURE; PERFORMANCE OF CONSULTANT'S PERSONNEL

A. Time is of the essence in the performance of this Agreement. The Consultant specifically agrees that all work performed under the terms and conditions of this Agreement shall be completed within the time limits as set forth herein, or as otherwise identified in the Agreement Documents or as specified by the City's Administrative Agent, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

B. The Consultant shall ensure that all key personnel, support personnel, and other agents as identified in Exhibit B are fully qualified and capable to perform their assigned tasks. Any changes or substitution to the Consultant's key personnel must receive the City's Administrative Agent's written approval before said changes or substitution can become effective.

XII. OBLIGATIONS OF THE CITY

A. The City's Administrative Agent is designated to do all things necessary to properly administer the terms and conditions of this Agreement, including, but not limited to:

1. Review of all Consultant payment requests for approval or rejection; and
2. Periodic reviews of the work of the Consultant as necessary for the completion of the

Consultant's services during the period of this Agreement.

B. The City shall not provide any services to the Consultant in connection with any claim brought on behalf of or against the Consultant.

XIII. TERMINATION

A. The City shall have the right at any time upon thirty (30) calendar days' written notice to the Consultant to terminate the Services of the Consultant for convenience. In the event of termination pursuant to this paragraph, the City shall pay to the Consultant and the Consultant shall accept as full payment for its Services, a sum of money equal to the work completed in any commenced but incomplete Services.

B. Any failure of the Consultant to satisfy the requirements of this Agreement, as documented by the Administrative Agent, shall be considered a default of the Agreement and sufficient reason for termination.

1. For defaults that are curable (as determined solely by the City), the Consultant shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification.

2. For defaults that are not curable (as determined solely by the City), notice of the termination date shall be given as deemed appropriate by the City.

C. In the event the City's termination of this Agreement for default is in any way deficient, at the option of the City such termination may be deemed to be a termination for convenience pursuant to Section XII.A. above.

D. The parties may mutually agree to terminate this Agreement. Such termination shall be evidenced by a notice issued by the City. In the event of termination pursuant to this paragraph, the City shall pay to the Consultant and the Consultant shall accept as full payment for its Services, a sum of money equal to the work completed in any commenced but incomplete Services.

E. In the event that the Consultant has abandoned performance under this Agreement, then the City may terminate this Agreement upon three (3) calendar days' written notice to the Consultant indicating its intention to do so. Payment for work performed prior to the Consultant's abandonment shall be as stated in paragraph XII.D. above. Consultant shall have one hundred and eighty (180) days from the effective date of such termination to submit invoices. Invoices submitted more than one hundred and eighty (180) days after the effective date of such termination may not be accepted for payment.

F. The Consultant shall have the right to terminate Services only in the event of the City failing to pay the Consultant's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Administrative Agent.

G. The City reserves the right to terminate and cancel this Agreement in the event the Consultant shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors.

H. After consultation with and written notice to the Consultant providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to:

1. The quality of a portion, or all, of the Consultant's work not performed in accordance with the requirements of this Agreement;
2. The quantity of the Consultant's work not delivered or performed as represented in the Consultant's Payment Request, or otherwise;
3. Claims made, or likely to be made, against the City or its property;
4. Damages to the City or a third party caused by the Consultant;
5. The Consultant's failure or refusal to perform any obligation under this Agreement.

XIV. STOP WORK ORDER

A. The City's Administrative Agent, may at any time, by written order to the Consultant, require the Consultant to stop all or any part of the work called for by this Agreement. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Consultant. Upon receipt of such as order, the Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Consultant shall not resume work unless specifically so directed in writing by the City. Before the stop work order expires unless it is extended, the Administrative Agent shall take one of the following actions:

   1. Cancel the stop work order; or
   2. Terminate the work covered by the order; or
   3. Terminate this Agreement in accordance with the provisions contained in Section XII.A.

B. In the event the City elects not to direct the Consultant to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XII.A. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the City does not direct the Consultant to resume work within ninety (90) days, the Consultant may terminate this Agreement.

XV. DISPUTE RESOLUTION

A. To the extent Chapter 558, F.S. is applicable, the parties expressly opt out of the requirements of Chapter 558, F.S., within the meaning of §558.005(1), F.S.

B. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Manatee County, Florida, with the parties sharing equally in the cost of such mediation.

C. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.

D. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Manatee County, Florida, or where proper subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and

venue of such courts, including any objection based on forum non conveniens.

E. The parties hereby waive all rights to trial by jury for any litigation concerning this Agreement.

F. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.

G. Unless otherwise agreed in writing, the Consultant shall be required to continue its service and all other obligations under this Agreement during the pendency of any claim or dispute including, but not limited to, the actual period of mediation or judicial proceeding.

XVI. PUBLIC RECORDS

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

City of Bradenton
City Clerk
101 Old Main Street
Bradenton, FL 34205

Phone: 941-932-9400
Email: Cityclerk@Cityofbradenton.com

XVII. MISCELLANEOUS

A. The Agreement Documents constitute the sole and complete understanding between the parties and supersede all other Agreements between them, whether oral or written with respect to the subject matter. No amendment, change order or addendum to the Agreement Documents is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

B. The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.

C. The parties hereto do not intend, nor shall this Agreement be construed, to grant any rights, privileges, or interest to any third party.

D. If the Consultant is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

E. The Consultant shall not assign or transfer any rights, interests, or obligations under this Agreement (whether by novation or otherwise) without the prior written consent of the City, except that claims for the money due or to become due to the Consultant from the City under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the City. Written notice of any such transfer or assignment due to bankruptcy shall be promptly given to the City.

F. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

G. The failure of any party hereto to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of such party's rights or deprive such party

of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

H. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be unaffected thereby and shall remain valid and enforceable as to each party.

I. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

J. Neither the City's review, approval or acceptance of, nor payment for, the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement.

K. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies available at law or in equity.

L. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

M. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the address below:

Consultant's Representative:		City's Administrative Agent:	
Name:	Devyn Brown, PE	Name:	Kim Clayback
Title:	Senior Project Manager	Title:	Engineering Manager
Address:	7319 Merchant Court	Address:	888 13th Ave E
	Sarasota, FL 34240		Bradenton, FL 34208
Telephone:	941-541-9884	Telephone:	941-708-6304
E-Mail:	Devyn.brown@hrgreen.com	E-Mail:	Kim.Clayback@bradentonFL.gov

With a copy to: Blalock Walters, P.A.
Attn: Scott E. Rudacille, Esq.
802 11th Street West
Bradenton, Florida 34205
srudacille@blalockwalters.com

N. Any change in the City's Administrative Agent or the Consultant's Representative will be promptly communicated in writing by the party making the change.

O. Paragraph headings are for convenience of the parties and for reference purposes only and shall be given no legal effect.

P. The Solicitation and all attachments and addenda thereto are hereby incorporated in the Agreement by this reference.

AGREEMENT FOR
ENGINEERING CONTINUING SERVICES - STORMWATER

Consultant and City acknowledge having read and understood this Agreement and hereby agree to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the date last written below.

HR GREEN, INC.

By: Brian Stahl

Print Name: Brian Stahl
(Title of Authorized Representative)

Date: 03/19/26

Title: Regional Director

CITY OF BRADENTON

By: _____
GENE BROWN
Mayor

Date: _____

ATTEST:

By: _____
TAMARA MELTON
City Clerk

Approved as to form:

By: _____
SCOTT E. RUDACILLE
City Attorney

EXHIBIT A
SCOPE OF SERVICES

1. Overview

The Consultant shall provide professional engineering services for projects within the utility work program consisting of studies, design, permitting, and certification for all types of stormwater engineering services.

2. Assignment of Work

1. Project sizes may vary, and tasks will be assigned based on individually negotiated work assignments.
2. Consultant shall perform all the services specified in accordance with generally accepted professional standards. Consultant shall perform all services expeditiously with professional skill, care, and orderly progress of work.
3. At least one (1) key personnel shall hold and maintain the state license(s) necessary to perform the requested work
4. All work shall conform to and comply with applicable codes, laws, ordinances, regulations and restrictions.

3. Scope of Services

This category of work includes professional engineering design services associated with Public Works Utilities. The work may include, but is not limited to pre-design services, design services, and Services During Construction (SDC) which shall include field and/or office administration tasks.
Consultant may be requested to provide engineering services for stormwater as indicated below.

A. Stormwater application services to support the City's stormwater program shall include:
    1. Technical and engineering studies
    2. Cost estimated and analysis
    3. Geographic Information (GIS) services
        a. Data Collection
        b. Application development
        c. Mapping
        d. Operational support
    4. Permitting
    5. Field Studies
    6. Stormwater system inspection and evaluation
    7. Land surveying
    8. Engineering design
    9. Stormwater modeling, planning and design
    10. Regulatory agency and utilities coordination

B. Stormwater and related environmental and scientific work shall include:
    1. Floodplain protection
        a. Watershed Modeling, Evaluation, and Planning
        b. Hydraulic and hydrologic modeling using tools such as Interconnected Pond Routing (ICPR) for Level of Service analysis
        c. Development review assistance
        d. Watershed management planning, updates and maintenance related to floodplain protection
        e. Federal Emergency Management Agency (FEMA) updates and coordination.

f. Community Rating System (CRS)

2. Water quality
    a. Pollutant load modeling
    b. Watershed planning and sediment management plan related to water quality
    c. Low Impact Development
    d. MS4 Assistance
    e. Feasibility studies
    f. Best management practice analysis
    g. Regulatory support for permitting including meetings, application, and responding to requests for additional information.

3. Stormwater infrastructure repair, rehabilitation and replacement
    a. Application of trenchless technologies
    b. Erosion control and bank stabilization
    c. Drainage operations and maintenance
    d. Infrastructure condition and needs assessments
    e. Engineering design

C. Additional services may include, but not limited to:
1. Public outreach
2. Value Engineering
3. Constructability review
4. Construction management
5. Construction Engineering and Inspection (CEI)
6. Financial/fiscal studies
7. Quality assurance/quality control (QA/QC) related tasks
8. Coordination with other disciplines
9. Preparation of estimated quantities, costs and bid documents.
10. Attend project management and public meetings
11. Assists with Southwest Florida Water Management District (SWFWMD) and other grant/loan funding.

EXHIBIT B
KEY PERSONNEL

Staff Name	Job Title
Devyn Brown, PE	Senior Project Manager
Mark Mueller, CET	Production Manager
Brian Stahl, PE	Principal In Charge
Teresa Stadelmann, CFM (PE: IA)	Technical Advisor
Scott Cunningham, PE, CFM	Project Engineer
David Myers, PE	Senior Project Engineer
Eddie Miller	Construction Manager
Kerri MacNutt	Environmental Services
Surendra Sagi, MS, PE	Geotechnical Services
Robert Gomez, PE	Geotechnical Services
Michael Mooney, PSM	Survey Services
Jason Douglas	Survey Services

EXHIBIT C
HOURLY RATES

Job Classification	Hourly Rate
Principal	$250.00 - $400.00
Senior Professional	$265.00 - $400.00
Professional	$180.00 - $265.00
Junior Professional	$110.00 - $185.00
Senior Technician	$145.00 - $205.00
Technician	$95.00 - $160.00
Senior Field Personnel	$165.00 - $240.00
Field Personnel	$125.00 - $185.00
Junior Field Personnel	$90.00 - $135.00
Senior Administrative	$135.00 - $180.00
Administrative	$50.00 - $135.00
Operators/Interns	$65.00 - $165.00

AGREEMENT FOR
ENGINEERING CONTINUING SERVICES - STORMWATER

THIS AGREEMENT (the "Agreement") is made and entered into as of the date of execution by both parties, by and between the **City of Bradenton**, a political subdivision of the State of Florida (the "City"), and **Jacobs Engineering Group, Inc.**, a Florida corporation (the "Consultant").

WITNESSETH

WHEREAS, the City required a consultant to provide Engineering Continuing Services for Stormwater; and

WHEREAS, the City issued Request for Qualifications (RFQ) 26-013MK on December 9, 2025 (the "Solicitation"); and

WHEREAS, the City evaluated the proposals in accordance with §287.055, F.S.; and

WHEREAS, the Consultant has reviewed the services required pursuant to this Agreement and is qualified, willing, and able to provide and perform all such services in accordance with its terms; and

WHEREAS, the parties desire to enter into a contract setting forth the terms and conditions of their agreement.

NOW, THEREFORE, the City and the Consultant, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, do agree as follows:

I. AGREEMENT DOCUMENTS AND SCOPE OF CONSULTANT'S SERVICES

The Scope of Services, Key Personnel, and Hourly Rates are attached hereto, and the Solicitation (including all attachments thereto), and Consultant's Proposal are made part hereof by this reference, and the terms and provisions contained therein shall be incorporated into this Agreement as if fully stated herein (the documents attached hereto, this Agreement, and any Work Assignment(s) hereinafter issued pursuant to this Agreement shall be collectively referred to herein as the "Agreement Documents"). To the extent there is conflict among the terms and provisions of the Agreement Documents, the order of precedence shall be the order in which the Agreement Documents are listed below:

1. Contract and any addenda;
2. Work Assignment(s);
3. Scope of Services;
4. Key Personnel;
5. Hourly Rates;
6. Purchase Order(s);
7. Solicitation; and
8. Consultant's Proposal.

The Consultant agrees to diligently provide all materials, services, and labor for Engineering Continuing Services for Stormwater in accordance with the Scope of Services, attached as Exhibit A incorporated herein (the "Services").

II. TERM

This Agreement shall commence immediately upon execution by both the City and the Consultant and shall continue for an initial period of three (3) years. The Agreement may be renewed for up to two (2) additional one-year periods by written Agreement of both parties.

III. WORK ASSIGNMENTS

A. Consultant shall be engaged to perform specific work through the issuance of a negotiated work assignment ("Work Assignment").

B. Consultant acknowledges that the City has entered into multiple agreements with various firms (collectively with Consultant, the "Firms") for the Services and Work Assignments shall be issued on a rotational basis.

1. Work Assignments shall be issued in accordance with §287.055(2)(g). F.S
2. For each services category identified in the Scope of Services (the "Service Categories"), Purchasing will place the Firms in the City's professional services library in the order they are ranked, with the highest scoring Firm placed in the first position in the rotation.
3. As each Work Assignment is identified, the next Firm in the rotation will be offered the opportunity to negotiate that Work Assignment with the City's Administrative Agent.
4. Should a Firm decline a Work Assignment, fail to respond, or be unable to reach a satisfactory fee negotiation with the City within a reasonable time frame, the City will contact the next Firm on the list until the Work Assignment is successfully negotiated.
    i. Firms will have the option of rejecting one (1) Work Assignment within each Service Category within a twelve-month period without penalty. A second Work Assignment rejection within a Service Category during any twelve-month period will cause the Firm to be skipped in the rotation for the subsequent Work Assignment within the Service Category. A Firm who rejects three (3) Work Assignments (or is unable to satisfactorily negotiate three (3) Work Assignments) in any twelve-month period will be removed from the Service Category.
    ii. Firms wishing to reject a Work Assignment for any reason must provide a rejection notification document in form and substance satisfactory to the City. A copy of this form must be provided to Purchasing by the City's Administrative Agent.
5. After notification by the City, the Consultant and City shall negotiate a scope of work, time schedule, and budget for performance of the work. When the scope of work, time schedule and budget are mutually agreeable, the Work Assignment shall be executed by the parties.

C. Consultant will identify and provide qualifications of sub-consultants during the Work Assignment negotiations. The City reserves the right to review and approve all sub-consultants identified in the Work Assignment prior to execution of the Work Assignment.

D. Amendments to Work Assignments shall reference original Work Assignment scope and all items as detailed in section III.B.5 to which they relate. No amendment to a Work Assignment is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

E. If the City's Administrative Agent requires the Consultant to perform additional services related to a Work Assignment, then the Consultant shall be entitled to additional compensation based on the Fee Schedule, as amended, to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Agreement by written amendment. The City shall not pay for any additional services or work performed prior to the execution of a written amendment to the Work Assignment.

F. Notwithstanding the preceding, in the event additional services or work are required as a result of error, omission, or negligence of the Consultant, the Consultant shall not be entitled to additional compensation for such additional services or work.

G. Notwithstanding the foregoing, the City reserves the right, in its sole discretion, to disregard the rotation in any Service Category and select ("direct select") a specific firm to perform the required services.

IV. TERMINATION OF WORK ASSIGNMENTS

The City shall have the right at any time to terminate a Work Assignment. In that event, the Consultant shall cease work and shall deliver to the City all documents (including reports, designs, specifications, and all other data) prepared or obtained by the Consultant in connection with the Work Assignment. The City shall, upon receipt of the aforesaid documents, pay to the Consultant and the Consultant shall accept as full payment for its services, a sum of money equal to (1) the fee for each completed and accepted task as shown in the Work Assignment, plus (2) the fee for the percentage of the work completed in any authorized but completed task, less (3) all previous payments made for the same task.

V. COMPENSATION AND PAYMENT OF CONSULTANT'S SERVICE

A. Each Work Assignment shall include all profit, direct and indirect labor costs, personnel related costs, overhead and administrative costs, travel related out-of-pocket expenses and costs, and all other costs which are necessary to provide the services as outlined in this Agreement. Mark-up for subcontracted services shall not exceed 10% of actual cost.

B. The maximum compensation for each Work Assignment shall be determined individually by the City as the need for a Work Assignment arises.

C. Consultant acknowledges and agrees that no minimum amount of work is guaranteed under this Agreement and City may elect not to issue any Work Assignments. If a Work Assignment is issued, the City reserves the right to amend, reduce or terminate the Work Assignment in its sole discretion.

D. Consultant represents and warrants that wage rates and other factual unit costs supporting the compensation relative to this Agreement shall be accurate, complete, and current at the time of entering into this Agreement. The amounts set forth in the Agreement will be adjusted to exclude any significant sums by which the Contract Price was increased where the City

determines such increase is due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such adjustments must be made within one year following completion of the Agreement.

E. The City's performance and obligations to pay under this Agreement is contingent up on an appropriation of lawfully available funds by the City Council. The City shall promptly notify the Consultant if the necessary appropriation is not made.

VI. METHOD OF PAYMENT

A. The City shall pay the Consultant in accordance with the Local Government Prompt Payment Act set forth in §218.70, et seq. F.S., upon receipt of the Consultant's invoice and written approval of same by the City's Administrative Agent indicating that the Services have been rendered in conformity with this Agreement.

B. The Consultant shall submit invoices for payment to the address indicated on the Work Assignment for the Services completed. The invoices shall set forth the charges for the completed Services in accordance with Exhibit B Fee Schedule attached hereto and incorporated herein.

C. The Consultant's invoices shall be in a form satisfactory to the City. The Consultant is responsible for providing all necessary documentation that may be required by the City.

VII. LIABILITY OF CONSULTANT

A. The Consultant shall indemnify and hold harmless the agency, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract.

B. This section shall survive the termination or expiration of this Agreement.

VIII. CONSULTANT'S INSURANCE

Consultant shall procure and maintain insurance as specified in the Solicitation.

IX. RESPONSIBILITIES OF THE CONSULTANT

A. Consultant acknowledges that it is familiar with the requirements of the Agreement Documents, and that it will perform the Services as required.

B. The Consultant agrees to respond to communication from the City within three (3) working days unless a shorter response time is specified by the City.

C. The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all reports, designs, specifications, other documents and data used or produced by or at the behest of the Consultant under this Agreement. The Consultant shall, without additional compensation, correct or revise any errors or deficiencies in its reports, designs, specifications, other documents and data.

D. The Consultant warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Consultant) to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.

E. Consultant agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a Consultant's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Agreement in accordance with the provisions contained herein.

F. The Consultant shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

G. The Consultant shall maintain books, records, documents, and other evidence directly pertaining to or connected with the Services under this Agreement which shall be available and accessible at the Consultant's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives. Such records shall be retained for a minimum of five (5) fiscal years (From October to September) after completion of the Services.

H. The Consultant shall notify the City's Administrative Agent at least one (1) day in advance of any meeting between the Consultant and any City Council Member, regulatory agency or private citizen relating to this Agreement.

I. The Consultant is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. The Consultant is not an employee, agent or servant of the City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Consultant sole direction, supervision and control. The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all aspects the Consultant's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees of the City. Consultant shall be solely responsible for providing benefits and insurance to its employees.

J. The Consultant understands and acknowledges that pursuant to Ch. 934, F.S., Security of Communications; Surveillance, the City DOES NOT CONSENT to the interception and/or disclosure of its oral, wire, or electronic communications. Accordingly, the Consultant warrants it will not utilize nor deploy any electronic, mechanical, or other device (including bots, Artificial Intelligence, or similar software) to record, transcribe, or monitor any such communication during any non-public, in-person or virtual meetings between itself and the City. Consultant activities contrary to this warranty may constitute a felony under Ch. 934, implicate Ch. 119, F.S., Public Records, and/or constitute a material breach of this section and/or other section(s) of this Agreement (e.g. Records Retention, Audits, Ethics, Compliance, and Civility). Only duly authorized City personnel may grant an exception to this prohibition on a case-by-case basis.

X. OWNERSHIP, USE AND FORMATTING OF WORK PRODUCTS

A. It is understood and agreed that the work products, including reports, designs, specifications, other documents and data developed by the Consultant in connection with the Services shall be delivered to, and shall become the property of the City upon acceptance by the City. The Consultant hereby assigns all its copyright and other proprietary interests in the products of this Agreement to the City. Specific written authority is required from the City's Administrative Agent for the Consultant to use any of the work products of this Agreement on any non-City project.

B. Notwithstanding the above, any reuse of the work products by the City on other projects will be at the risk of the City.

C. The City records all land related changes and/or activities in a Geographic Information System (GIS), the applicable version of which shall be stated in the scope. Therefore, all GIS or Computer Aided Drafting (CAD) formatted data created or modified in support of a project will be provided to the City as a project deliverable for inclusion into the City's GIS, at no additional cost. GIS data files submitted in support of a project must adhere to City GIS standards, and CAD drawings submitted must adhere to City CAD standards.

D. Computer systems and databases used for providing the documents necessary to this Agreement shall be compatible with existing City systems. City PCs run the latest version of the Windows operating system and Windows-based compatible software. Additional detail regarding City technology and system may be obtained by contacting the City's Information Technology Department.

XI. FORCE MAJEURE; PERFORMANCE OF CONSULTANT'S PERSONNEL

A. Time is of the essence in the performance of this Agreement. The Consultant specifically agrees that all work performed under the terms and conditions of this Agreement shall be completed within the time limits as set forth herein, or as otherwise identified in the Agreement Documents or as specified by the City's Administrative Agent, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

B. The Consultant shall ensure that all key personnel, support personnel, and other agents as identified in Exhibit B are fully qualified and capable to perform their assigned tasks. Any changes or substitution to the Consultant's key personnel must receive the City's Administrative Agent's written approval before said changes or substitution can become effective.

XII. OBLIGATIONS OF THE CITY

A. The City's Administrative Agent is designated to do all things necessary to properly administer the terms and conditions of this Agreement, including, but not limited to:

1. Review of all Consultant payment requests for approval or rejection; and
2. Periodic reviews of the work of the Consultant as necessary for the completion of the

Consultant's services during the period of this Agreement.

B. The City shall not provide any services to the Consultant in connection with any claim brought on behalf of or against the Consultant.

XIII. TERMINATION

A. The City shall have the right at any time upon thirty (30) calendar days' written notice to the Consultant to terminate the Services of the Consultant for convenience. In the event of termination pursuant to this paragraph, the City shall pay to the Consultant and the Consultant shall accept as full payment for its Services, a sum of money equal to the work completed in any commenced but incomplete Services.

B. Any failure of the Consultant to satisfy the requirements of this Agreement, as documented by the Administrative Agent, shall be considered a default of the Agreement and sufficient reason for termination.

1. For defaults that are curable (as determined solely by the City), the Consultant shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification.

2. For defaults that are not curable (as determined solely by the City), notice of the termination date shall be given as deemed appropriate by the City.

C. In the event the City's termination of this Agreement for default is in any way deficient, at the option of the City such termination may be deemed to be a termination for convenience pursuant to Section XII.A. above.

D. The parties may mutually agree to terminate this Agreement. Such termination shall be evidenced by a notice issued by the City. In the event of termination pursuant to this paragraph, the City shall pay to the Consultant and the Consultant shall accept as full payment for its Services, a sum of money equal to the work completed in any commenced but incomplete Services.

E. In the event that the Consultant has abandoned performance under this Agreement, then the City may terminate this Agreement upon three (3) calendar days' written notice to the Consultant indicating its intention to do so. Payment for work performed prior to the Consultant's abandonment shall be as stated in paragraph XII.D. above. Consultant shall have one hundred and eighty (180) days from the effective date of such termination to submit invoices. Invoices submitted more than one hundred and eighty (180) days after the effective date of such termination may not be accepted for payment.

F. The Consultant shall have the right to terminate Services only in the event of the City failing to pay the Consultant's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Administrative Agent.

G. The City reserves the right to terminate and cancel this Agreement in the event the Consultant shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors.

H. After consultation with and written notice to the Consultant providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to:

1. The quality of a portion, or all, of the Consultant's work not performed in accordance with the requirements of this Agreement;
2. The quantity of the Consultant's work not delivered or performed as represented in the Consultant's Payment Request, or otherwise;
3. Claims made, or likely to be made, against the City or its property;
4. Damages to the City or a third party caused by the Consultant;
5. The Consultant's failure or refusal to perform any obligation under this Agreement.

XIV. STOP WORK ORDER

A. The City's Administrative Agent, may at any time, by written order to the Consultant, require the Consultant to stop all or any part of the work called for by this Agreement. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Consultant. Upon receipt of such as order, the Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Consultant shall not resume work unless specifically so directed in writing by the City. Before the stop work order expires unless it is extended, the Administrative Agent shall take one of the following actions:

   1. Cancel the stop work order; or
   2. Terminate the work covered by the order; or
   3. Terminate this Agreement in accordance with the provisions contained in Section XII.A.

B. In the event the City elects not to direct the Consultant to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XII.A. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the City does not direct the Consultant to resume work within ninety (90) days, the Consultant may terminate this Agreement.

XV. DISPUTE RESOLUTION

A. To the extent Chapter 558, F.S. is applicable, the parties expressly opt out of the requirements of Chapter 558, F.S., within the meaning of §558.005(1), F.S.

B. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Manatee County, Florida, with the parties sharing equally in the cost of such mediation.

C. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.

D. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Manatee County, Florida, or where proper subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and

venue of such courts, including any objection based on forum non conveniens.

E. The parties hereby waive all rights to trial by jury for any litigation concerning this Agreement.

F. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.

G. Unless otherwise agreed in writing, the Consultant shall be required to continue its service and all other obligations under this Agreement during the pendency of any claim or dispute including, but not limited to, the actual period of mediation or judicial proceeding.

XVI. PUBLIC RECORDS

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

City of Bradenton
City Clerk
101 Old Main Street
Bradenton, FL 34205

Phone: 941-932-9400
Email: Cityclerk@Cityofbradenton.com

XVII. MISCELLANEOUS

A. The Agreement Documents constitute the sole and complete understanding between the parties and supersede all other Agreements between them, whether oral or written with respect to the subject matter. No amendment, change order or addendum to the Agreement Documents is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

B. The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.

C. The parties hereto do not intend, nor shall this Agreement be construed, to grant any rights, privileges, or interest to any third party.

D. If the Consultant is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

E. The Consultant shall not assign or transfer any rights, interests, or obligations under this Agreement (whether by novation or otherwise) without the prior written consent of the City, except that claims for the money due or to become due to the Consultant from the City under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the City. Written notice of any such transfer or assignment due to bankruptcy shall be promptly given to the City.

F. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

G. The failure of any party hereto to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of such party's rights or deprive such party

of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

H. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be unaffected thereby and shall remain valid and enforceable as to each party.

I. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

J. Neither the City's review, approval or acceptance of, nor payment for, the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement.

K. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies available at law or in equity.

L. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

M. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the address below:

Consultant's Representative:		City's Administrative Agent:	
Name:	Ava Sorabi, PE	Name:	Kim Clayback
Title:	Project Manager 2	Title:	Engineering Manager
Address:	7126 S. Beneva Road, Suite 200	Address:	888 13th Ave E
	Sarasota, FL 34238		Bradenton, FL 34208
Telephone:	929-461-3500	Telephone:	941-708-6304
E-Mail:	Ava.sorabi@jacobs.com	E-Mail:	Kim.Clayback@bradentonFL.gov

With a copy to: Blalock Walters, P.A.
Attn: Scott E. Rudacille, Esq.
802 11th Street West
Bradenton, Florida 34205
srudacille@blalockwalters.com

N. Any change in the City's Administrative Agent or the Consultant's Representative will be promptly communicated in writing by the party making the change.

O. Paragraph headings are for convenience of the parties and for reference purposes only and shall be given no legal effect.

P. The Solicitation and all attachments and addenda thereto are hereby incorporated in the Agreement by this reference.

AGREEMENT FOR
ENGINEERING CONTINUING SERVICES - STORMWATER

Consultant and City acknowledge having read and understood this Agreement and hereby agree to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the date last written below.

JACOBS ENGINEERING GROUP, INC.

By: Joelle Francois

Print Name: Joelle Francois, P.E.
(Title of Authorized Representative)

Date: April 14, 2026

Title: Designated Manager

CITY OF BRADENTON

By: _____
GENE BROWN
Mayor

Date: _____

ATTEST:

By: _____
TAMARA MELTON
City Clerk

Approved as to form:

By: _____
SCOTT E. RUDACILLE
City Attorney

5464738v1

EXHIBIT A
SCOPE OF SERVICES

1. Overview

The Consultant shall provide professional engineering services for projects within the utility work program consisting of studies, design, permitting, and certification for all types of stormwater engineering services.

2. Assignment of Work

1. Project sizes may vary, and tasks will be assigned based on individually negotiated work assignments.
2. Consultant shall perform all the services specified in accordance with generally accepted professional standards. Consultant shall perform all services expeditiously with professional skill, care, and orderly progress of work.
3. At least one (1) key personnel shall hold and maintain the state license(s) necessary to perform the requested work
4. All work shall conform to and comply with applicable codes, laws, ordinances, regulations and restrictions.

3. Scope of Services

This category of work includes professional engineering design services associated with Public Works Utilities. The work may include, but is not limited to pre-design services, design services, and Services During Construction (SDC) which shall include field and/or office administration tasks.
Consultant may be requested to provide engineering services for stormwater as indicated below.

A. Stormwater application services to support the City's stormwater program shall include:
    1. Technical and engineering studies
    2. Cost estimated and analysis
    3. Geographic Information (GIS) services
        a. Data Collection
        b. Application development
        c. Mapping
        d. Operational support
    4. Permitting
    5. Field Studies
    6. Stormwater system inspection and evaluation
    7. Land surveying
    8. Engineering design
    9. Stormwater modeling, planning and design
    10. Regulatory agency and utilities coordination

B. Stormwater and related environmental and scientific work shall include:
    1. Floodplain protection
        a. Watershed Modeling, Evaluation, and Planning
        b. Hydraulic and hydrologic modeling using tools such as Interconnected Pond Routing (ICPR) for Level of Service analysis
        c. Development review assistance
        d. Watershed management planning, updates and maintenance related to floodplain protection
        e. Federal Emergency Management Agency (FEMA) updates and coordination.

f. Community Rating System (CRS)

2. Water quality
    a. Pollutant load modeling
    b. Watershed planning and sediment management plan related to water quality
    c. Low Impact Development
    d. MS4 Assistance
    e. Feasibility studies
    f. Best management practice analysis
    g. Regulatory support for permitting including meetings, application, and responding to requests for additional information.

3. Stormwater infrastructure repair, rehabilitation and replacement
    a. Application of trenchless technologies
    b. Erosion control and bank stabilization
    c. Drainage operations and maintenance
    d. Infrastructure condition and needs assessments
    e. Engineering design

C. Additional services may include, but not limited to:
1. Public outreach
2. Value Engineering
3. Constructability review
4. Construction management
5. Construction Engineering and Inspection (CEI)
6. Financial/fiscal studies
7. Quality assurance/quality control (QA/QC) related tasks
8. Coordination with other disciplines
9. Preparation of estimated quantities, costs and bid documents.
10. Attend project management and public meetings
11. Assists with Southwest Florida Water Management District (SWFWMD) and other grant/loan funding.

EXHIBIT B
KEY PERSONNEL

Staff Name	Job Title
Chris Sharek, PE, BCEE, ENV SP	Project Manager 4
Ava Sorabi, PE, CFM	Project Manager 3
Mitch Gri□in, PhD, PE	Regional Technologist/Specialist
Amanda Berens, PE, PG	Senior Hydrogeologist
V Srivastava, PhD, CFM	Project Manager 3
Eddie Joyner, PE	Senior Engineer 4
Jason Montminy, ENV SP	Project Manager 4
Ralph Myers, GC	Construction Manager
Swamy Pati, PhD, PE, CFM	Regional Technologist/Specialist
Leigh Ann Cannon, ENV SP	Senior Environmental Scientist
Rafael Vasquez-Burney, PE	Principal Engineer /Global Technologist
Arvind Narayanan, PE, CFM, CPESC	Senior Engineer 4
Bill Gramer, PE, AICP	Senior Engineer 4
Luke Heyerdahl	Senior GIS Analyst
Anish Holla	Hydrogeologist 2
Travis Flowers	Engineer 2
David Scott, PE	Senior Engineer 4
Allie Bittle, PE	Engineer 4
Ricky Ly, PE	Engineer 4

EXHIBIT C
HOURLY RATES

Job Classification	Hourly Rate
Administrative	$114.33
CADD Technician	$119.48
CADD Drafter	$126.69
Senior CADD Technician	$156.56
Client Service Manager	$277.07
Community Outreach Specialist	$192.61
Construction Inspector	$144.20
Construction Manager	$180.25
Designer	$126.69
Engineering Intern 1	$126.69
Engineering Intern 2	$132.87
Engineer 1	$139.05
Engineer 2	$159.65
Engineer 3	$180.25
Senior Engineer 1	$204.97
Senior Engineer 2	$234.84
Senior Engineer 3	$277.07
Field Technician	$114.33
Environmental Scientist 1	$119.48
Environmental Scientist 2	$144.20

EXHIBIT C
HOURLY RATES

Environmental Scientist 3	$168.92
Senior Environmental Scientist	$213.21
GIS Analyst	$132.87
Senior GIS Analyst	$198.79
Hydrogeologist 1	$139.05
Hydrogeologist 2	$168.92
Hydrogeologist 3	$216.30
Senior Hydrogeologist	$283.25
Landscape Architect	$114.33
Senior Landscape Architect	$234.84
Principal Engineer (VP/Global Technologist)	$337.84
Principal Scientist	$277.07
Programmer	$216.30
Project Manager 1	$186.43
Project Manager 2	$247.20
Project Manager 3	$295.61
Regional Technologist/Specialist	$313.12
SCADA Programmer/Systems Analyst	$211.15
Secretary/Clerical	$114.33
Senior Drone/Aerial Imagery Specialist	$216.30

AGREEMENT FOR
ENGINEERING CONTINUING SERVICES - STORMWATER

THIS AGREEMENT (the "Agreement") is made and entered into as of the date of execution by both parties, by and between the **City of Bradenton**, a political subdivision of the State of Florida (the "City"), and **Jones Edmunds & Associates, Inc.**, a Florida corporation (the "Consultant").

WITNESSETH

WHEREAS, the City required a consultant to provide Engineering Continuing Services for Stormwater; and

WHEREAS, the City issued Request for Qualifications (RFQ) 26-013MK on December 9, 2025 (the "Solicitation"); and

WHEREAS, the City evaluated the proposals in accordance with §287.055, F.S.; and

WHEREAS, the Consultant has reviewed the services required pursuant to this Agreement and is qualified, willing, and able to provide and perform all such services in accordance with its terms; and

WHEREAS, the parties desire to enter into a contract setting forth the terms and conditions of their agreement.

NOW, THEREFORE, the City and the Consultant, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, do agree as follows:

I. AGREEMENT DOCUMENTS AND SCOPE OF CONSULTANT'S SERVICES

The Scope of Services, Key Personnel, and Hourly Rates are attached hereto, and the Solicitation (including all attachments thereto), and Consultant's Proposal are made part hereof by this reference, and the terms and provisions contained therein shall be incorporated into this Agreement as if fully stated herein (the documents attached hereto, this Agreement, and any Work Assignment(s) hereinafter issued pursuant to this Agreement shall be collectively referred to herein as the "Agreement Documents"). To the extent there is conflict among the terms and provisions of the Agreement Documents, the order of precedence shall be the order in which the Agreement Documents are listed below:

1. Contract and any addenda;
2. Work Assignment(s);
3. Scope of Services;
4. Key Personnel;
5. Hourly Rates;
6. Purchase Order(s);
7. Solicitation; and
8. Consultant's Proposal.

The Consultant agrees to diligently provide all materials, services, and labor for Engineering Continuing Services for Stormwater in accordance with the Scope of Services, attached as Exhibit A incorporated herein (the "Services").

II. TERM

This Agreement shall commence immediately upon execution by both the City and the Consultant and shall continue for an initial period of three (3) years. The Agreement may be renewed for up to two (2) additional one-year periods by written Agreement of both parties.

III. WORK ASSIGNMENTS

A. Consultant shall be engaged to perform specific work through the issuance of a negotiated work assignment ("Work Assignment").

B. Consultant acknowledges that the City has entered into multiple agreements with various firms (collectively with Consultant, the "Firms") for the Services and Work Assignments shall be issued on a rotational basis.

1. Work Assignments shall be issued in accordance with §287.055(2)(g). F.S
2. For each services category identified in the Scope of Services (the "Service Categories"), Purchasing will place the Firms in the City's professional services library in the order they are ranked, with the highest scoring Firm placed in the first position in the rotation.
3. As each Work Assignment is identified, the next Firm in the rotation will be offered the opportunity to negotiate that Work Assignment with the City's Administrative Agent.
4. Should a Firm decline a Work Assignment, fail to respond, or be unable to reach a satisfactory fee negotiation with the City within a reasonable time frame, the City will contact the next Firm on the list until the Work Assignment is successfully negotiated.
    i. Firms will have the option of rejecting one (1) Work Assignment within each Service Category within a twelve-month period without penalty. A second Work Assignment rejection within a Service Category during any twelve-month period will cause the Firm to be skipped in the rotation for the subsequent Work Assignment within the Service Category. A Firm who rejects three (3) Work Assignments (or is unable to satisfactorily negotiate three (3) Work Assignments) in any twelve-month period will be removed from the Service Category.
    ii. Firms wishing to reject a Work Assignment for any reason must provide a rejection notification document in form and substance satisfactory to the City. A copy of this form must be provided to Purchasing by the City's Administrative Agent.
5. After notification by the City, the Consultant and City shall negotiate a scope of work, time schedule, and budget for performance of the work. When the scope of work, time schedule and budget are mutually agreeable, the Work Assignment shall be executed by the parties.

C. Consultant will identify and provide qualifications of sub-consultants during the Work Assignment negotiations. The City reserves the right to review and approve all sub-consultants identified in the Work Assignment prior to execution of the Work Assignment.

D. Amendments to Work Assignments shall reference original Work Assignment scope and all items as detailed in section III.B.5 to which they relate. No amendment to a Work Assignment is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

E. If the City's Administrative Agent requires the Consultant to perform additional services related to a Work Assignment, then the Consultant shall be entitled to additional compensation based on the Fee Schedule, as amended, to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Agreement by written amendment. The City shall not pay for any additional services or work performed prior to the execution of a written amendment to the Work Assignment.

F. Notwithstanding the preceding, in the event additional services or work are required as a result of error, omission, or negligence of the Consultant, the Consultant shall not be entitled to additional compensation for such additional services or work.

G. Notwithstanding the foregoing, the City reserves the right, in its sole discretion, to disregard the rotation in any Service Category and select ("direct select") a specific firm to perform the required services.

IV. TERMINATION OF WORK ASSIGNMENTS

The City shall have the right at any time to terminate a Work Assignment. In that event, the Consultant shall cease work and shall deliver to the City all documents (including reports, designs, specifications, and all other data) prepared or obtained by the Consultant in connection with the Work Assignment. The City shall, upon receipt of the aforesaid documents, pay to the Consultant and the Consultant shall accept as full payment for its services, a sum of money equal to (1) the fee for each completed and accepted task as shown in the Work Assignment, plus (2) the fee for the percentage of the work completed in any authorized but completed task, less (3) all previous payments made for the same task.

V. COMPENSATION AND PAYMENT OF CONSULTANT'S SERVICE

A. Each Work Assignment shall include all profit, direct and indirect labor costs, personnel related costs, overhead and administrative costs, travel related out-of-pocket expenses and costs, and all other costs which are necessary to provide the services as outlined in this Agreement. Mark-up for subcontracted services shall not exceed 10% of actual cost.

B. The maximum compensation for each Work Assignment shall be determined individually by the City as the need for a Work Assignment arises.

C. Consultant acknowledges and agrees that no minimum amount of work is guaranteed under this Agreement and City may elect not to issue any Work Assignments. If a Work Assignment is issued, the City reserves the right to amend, reduce or terminate the Work Assignment in its sole discretion.

D. Consultant represents and warrants that wage rates and other factual unit costs supporting the compensation relative to this Agreement shall be accurate, complete, and current at the time of entering into this Agreement. The amounts set forth in the Agreement will be adjusted to exclude any significant sums by which the Contract Price was increased where the City

determines such increase is due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such adjustments must be made within one year following completion of the Agreement.

E. The City's performance and obligations to pay under this Agreement is contingent up on an appropriation of lawfully available funds by the City Council. The City shall promptly notify the Consultant if the necessary appropriation is not made.

VI. METHOD OF PAYMENT

A. The City shall pay the Consultant in accordance with the Local Government Prompt Payment Act set forth in §218.70, et seq. F.S., upon receipt of the Consultant's invoice and written approval of same by the City's Administrative Agent indicating that the Services have been rendered in conformity with this Agreement.

B. The Consultant shall submit invoices for payment to the address indicated on the Work Assignment for the Services completed. The invoices shall set forth the charges for the completed Services in accordance with Exhibit B Fee Schedule attached hereto and incorporated herein.

C. The Consultant's invoices shall be in a form satisfactory to the City. The Consultant is responsible for providing all necessary documentation that may be required by the City.

VII. LIABILITY OF CONSULTANT

A. The Consultant shall indemnify and hold harmless the agency, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract.

B. This section shall survive the termination or expiration of this Agreement.

VIII. CONSULTANT'S INSURANCE

Consultant shall procure and maintain insurance as specified in the Solicitation.

IX. RESPONSIBILITIES OF THE CONSULTANT

A. Consultant acknowledges that it is familiar with the requirements of the Agreement Documents, and that it will perform the Services as required.

B. The Consultant agrees to respond to communication from the City within three (3) working days unless a shorter response time is specified by the City.

C. The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all reports, designs, specifications, other documents and data used or produced by or at the behest of the Consultant under this Agreement. The Consultant shall, without additional compensation, correct or revise any errors or deficiencies in its reports, designs, specifications, other documents and data.

D. The Consultant warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Consultant) to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.

E. Consultant agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a Consultant's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Agreement in accordance with the provisions contained herein.

F. The Consultant shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

G. The Consultant shall maintain books, records, documents, and other evidence directly pertaining to or connected with the Services under this Agreement which shall be available and accessible at the Consultant's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives. Such records shall be retained for a minimum of five (5) fiscal years (From October to September) after completion of the Services.

H. The Consultant shall notify the City's Administrative Agent at least one (1) day in advance of any meeting between the Consultant and any City Council Member, regulatory agency or private citizen relating to this Agreement.

I. The Consultant is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. The Consultant is not an employee, agent or servant of the City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Consultant sole direction, supervision and control. The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all aspects the Consultant's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees of the City. Consultant shall be solely responsible for providing benefits and insurance to its employees.

J. The Consultant understands and acknowledges that pursuant to Ch. 934, F.S., Security of Communications; Surveillance, the City DOES NOT CONSENT to the interception and/or disclosure of its oral, wire, or electronic communications. Accordingly, the Consultant warrants it will not utilize nor deploy any electronic, mechanical, or other device (including bots, Artificial Intelligence, or similar software) to record, transcribe, or monitor any such communication during any non-public, in-person or virtual meetings between itself and the City. Consultant activities contrary to this warranty may constitute a felony under Ch. 934, implicate Ch. 119, F.S., Public Records, and/or constitute a material breach of this section and/or other section(s) of this Agreement (e.g. Records Retention, Audits, Ethics, Compliance, and Civility). Only duly authorized City personnel may grant an exception to this prohibition on a case-by-case basis.

X. OWNERSHIP, USE AND FORMATTING OF WORK PRODUCTS

A. It is understood and agreed that the work products, including reports, designs, specifications, other documents and data developed by the Consultant in connection with the Services shall be delivered to, and shall become the property of the City upon acceptance by the City. The Consultant hereby assigns all its copyright and other proprietary interests in the products of this Agreement to the City. Specific written authority is required from the City's Administrative Agent for the Consultant to use any of the work products of this Agreement on any non-City project.

B. Notwithstanding the above, any reuse of the work products by the City on other projects will be at the risk of the City.

C. The City records all land related changes and/or activities in a Geographic Information System (GIS), the applicable version of which shall be stated in the scope. Therefore, all GIS or Computer Aided Drafting (CAD) formatted data created or modified in support of a project will be provided to the City as a project deliverable for inclusion into the City's GIS, at no additional cost. GIS data files submitted in support of a project must adhere to City GIS standards, and CAD drawings submitted must adhere to City CAD standards.

D. Computer systems and databases used for providing the documents necessary to this Agreement shall be compatible with existing City systems. City PCs run the latest version of the Windows operating system and Windows-based compatible software. Additional detail regarding City technology and system may be obtained by contacting the City's Information Technology Department.

XI. FORCE MAJEURE; PERFORMANCE OF CONSULTANT'S PERSONNEL

A. Time is of the essence in the performance of this Agreement. The Consultant specifically agrees that all work performed under the terms and conditions of this Agreement shall be completed within the time limits as set forth herein, or as otherwise identified in the Agreement Documents or as specified by the City's Administrative Agent, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

B. The Consultant shall ensure that all key personnel, support personnel, and other agents as identified in Exhibit B are fully qualified and capable to perform their assigned tasks. Any changes or substitution to the Consultant's key personnel must receive the City's Administrative Agent's written approval before said changes or substitution can become effective.

XII. OBLIGATIONS OF THE CITY

A. The City's Administrative Agent is designated to do all things necessary to properly administer the terms and conditions of this Agreement, including, but not limited to:

1. Review of all Consultant payment requests for approval or rejection; and
2. Periodic reviews of the work of the Consultant as necessary for the completion of the

Consultant's services during the period of this Agreement.

B. The City shall not provide any services to the Consultant in connection with any claim brought on behalf of or against the Consultant.

XIII. TERMINATION

A. The City shall have the right at any time upon thirty (30) calendar days' written notice to the Consultant to terminate the Services of the Consultant for convenience. In the event of termination pursuant to this paragraph, the City shall pay to the Consultant and the Consultant shall accept as full payment for its Services, a sum of money equal to the work completed in any commenced but incomplete Services.

B. Any failure of the Consultant to satisfy the requirements of this Agreement, as documented by the Administrative Agent, shall be considered a default of the Agreement and sufficient reason for termination.

1. For defaults that are curable (as determined solely by the City), the Consultant shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification.

2. For defaults that are not curable (as determined solely by the City), notice of the termination date shall be given as deemed appropriate by the City.

C. In the event the City's termination of this Agreement for default is in any way deficient, at the option of the City such termination may be deemed to be a termination for convenience pursuant to Section XII.A. above.

D. The parties may mutually agree to terminate this Agreement. Such termination shall be evidenced by a notice issued by the City. In the event of termination pursuant to this paragraph, the City shall pay to the Consultant and the Consultant shall accept as full payment for its Services, a sum of money equal to the work completed in any commenced but incomplete Services.

E. In the event that the Consultant has abandoned performance under this Agreement, then the City may terminate this Agreement upon three (3) calendar days' written notice to the Consultant indicating its intention to do so. Payment for work performed prior to the Consultant's abandonment shall be as stated in paragraph XII.D. above. Consultant shall have one hundred and eighty (180) days from the effective date of such termination to submit invoices. Invoices submitted more than one hundred and eighty (180) days after the effective date of such termination may not be accepted for payment.

F. The Consultant shall have the right to terminate Services only in the event of the City failing to pay the Consultant's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Administrative Agent.

G. The City reserves the right to terminate and cancel this Agreement in the event the Consultant shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors.

H. After consultation with and written notice to the Consultant providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to:

1. The quality of a portion, or all, of the Consultant's work not performed in accordance with the requirements of this Agreement;
2. The quantity of the Consultant's work not delivered or performed as represented in the Consultant's Payment Request, or otherwise;
3. Claims made, or likely to be made, against the City or its property;
4. Damages to the City or a third party caused by the Consultant;
5. The Consultant's failure or refusal to perform any obligation under this Agreement.

XIV. STOP WORK ORDER

A. The City's Administrative Agent, may at any time, by written order to the Consultant, require the Consultant to stop all or any part of the work called for by this Agreement. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Consultant. Upon receipt of such as order, the Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Consultant shall not resume work unless specifically so directed in writing by the City. Before the stop work order expires unless it is extended, the Administrative Agent shall take one of the following actions:

   1. Cancel the stop work order; or
   2. Terminate the work covered by the order; or
   3. Terminate this Agreement in accordance with the provisions contained in Section XII.A.

B. In the event the City elects not to direct the Consultant to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XII.A. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the City does not direct the Consultant to resume work within ninety (90) days, the Consultant may terminate this Agreement.

XV. DISPUTE RESOLUTION

A. To the extent Chapter 558, F.S. is applicable, the parties expressly opt out of the requirements of Chapter 558, F.S., within the meaning of §558.005(1), F.S.

B. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Manatee County, Florida, with the parties sharing equally in the cost of such mediation.

C. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.

D. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Manatee County, Florida, or where proper subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and

venue of such courts, including any objection based on forum non conveniens.

E. The parties hereby waive all rights to trial by jury for any litigation concerning this Agreement.

F. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.

G. Unless otherwise agreed in writing, the Consultant shall be required to continue its service and all other obligations under this Agreement during the pendency of any claim or dispute including, but not limited to, the actual period of mediation or judicial proceeding.

XVI. PUBLIC RECORDS

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

City of Bradenton
City Clerk
101 Old Main Street
Bradenton, FL 34205

Phone: 941-932-9400
Email: Cityclerk@Cityofbradenton.com

XVII. MISCELLANEOUS

A. The Agreement Documents constitute the sole and complete understanding between the parties and supersede all other Agreements between them, whether oral or written with respect to the subject matter. No amendment, change order or addendum to the Agreement Documents is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

B. The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.

C. The parties hereto do not intend, nor shall this Agreement be construed, to grant any rights, privileges, or interest to any third party.

D. If the Consultant is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

E. The Consultant shall not assign or transfer any rights, interests, or obligations under this Agreement (whether by novation or otherwise) without the prior written consent of the City, except that claims for the money due or to become due to the Consultant from the City under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the City. Written notice of any such transfer or assignment due to bankruptcy shall be promptly given to the City.

F. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

G. The failure of any party hereto to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of such party's rights or deprive such party

of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

H. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be unaffected thereby and shall remain valid and enforceable as to each party.

I. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

J. Neither the City's review, approval or acceptance of, nor payment for, the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement.

K. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies available at law or in equity.

L. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

M. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the address below:

Consultant's Representative:		City's Administrative Agent:	
Name:	Daniel Simpson, PE	Name:	Kim Clayback
Title:	Project Officer	Title:	Engineering Manager
Address:	324 S. Hyde Park Avenue	Address:	888 13th Ave E
	Tampa, FL 33606		Bradenton, FL 34208
Telephone:	352-727-8883	Telephone:	941-708-6304
E-Mail:	dsimpson@jonesedmunds.com	E-Mail:	Kim.Clayback@bradentonFL.gov

With a copy to: Blalock Walters, P.A.
Attn: Scott E. Rudacille, Esq.
802 11th Street West
Bradenton, Florida 34205
srudacille@blalockwalters.com

N. Any change in the City's Administrative Agent or the Consultant's Representative will be promptly communicated in writing by the party making the change.

O. Paragraph headings are for convenience of the parties and for reference purposes only and shall be given no legal effect.

P. The Solicitation and all attachments and addenda thereto are hereby incorporated in the Agreement by this reference.

AGREEMENT FOR
ENGINEERING CONTINUING SERVICES - STORMWATER

Consultant and City acknowledge having read and understood this Agreement and hereby agree to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the date last written below.

JONES EDMUNDS & ASSOCIATES, INC.

By: Stanley F. Ferreira, Jr.
Stanley F. Ferreira, Jr. (Mar 18, 2026 15:15:28 EDT)

Print Name: Stanley F. Ferreira, Jr., PE
(Title of Authorized Representative)

Date: Mar 18, 2026

Title: President & CEO

CITY OF BRADENTON

By: _____
GENE BROWN
Mayor

Date: _____

ATTEST:

By: _____
TAMARA MELTON
City Clerk

Approved as to form:

By: _____
SCOTT E. RUDACILLE
City Attorney

EXHIBIT A
SCOPE OF SERVICES

1. Overview

The Consultant shall provide professional engineering services for projects within the utility work program consisting of studies, design, permitting, and certification for all types of stormwater engineering services.

2. Assignment of Work

1. Project sizes may vary, and tasks will be assigned based on individually negotiated work assignments.
2. Consultant shall perform all the services specified in accordance with generally accepted professional standards. Consultant shall perform all services expeditiously with professional skill, care, and orderly progress of work.
3. At least one (1) key personnel shall hold and maintain the state license(s) necessary to perform the requested work
4. All work shall conform to and comply with applicable codes, laws, ordinances, regulations and restrictions.

3. Scope of Services

This category of work includes professional engineering design services associated with Public Works Utilities. The work may include, but is not limited to pre-design services, design services, and Services During Construction (SDC) which shall include field and/or office administration tasks.
Consultant may be requested to provide engineering services for stormwater as indicated below.

A. Stormwater application services to support the City's stormwater program shall include:
    1. Technical and engineering studies
    2. Cost estimated and analysis
    3. Geographic Information (GIS) services
        a. Data Collection
        b. Application development
        c. Mapping
        d. Operational support
    4. Permitting
    5. Field Studies
    6. Stormwater system inspection and evaluation
    7. Land surveying
    8. Engineering design
    9. Stormwater modeling, planning and design
    10. Regulatory agency and utilities coordination

B. Stormwater and related environmental and scientific work shall include:
    1. Floodplain protection
        a. Watershed Modeling, Evaluation, and Planning
        b. Hydraulic and hydrologic modeling using tools such as Interconnected Pond Routing (ICPR) for Level of Service analysis
        c. Development review assistance
        d. Watershed management planning, updates and maintenance related to floodplain protection
        e. Federal Emergency Management Agency (FEMA) updates and coordination.

f. Community Rating System (CRS)

2. Water quality
    a. Pollutant load modeling
    b. Watershed planning and sediment management plan related to water quality
    c. Low Impact Development
    d. MS4 Assistance
    e. Feasibility studies
    f. Best management practice analysis
    g. Regulatory support for permitting including meetings, application, and responding to requests for additional information.

3. Stormwater infrastructure repair, rehabilitation and replacement
    a. Application of trenchless technologies
    b. Erosion control and bank stabilization
    c. Drainage operations and maintenance
    d. Infrastructure condition and needs assessments
    e. Engineering design

C. Additional services may include, but not limited to:
1. Public outreach
2. Value Engineering
3. Constructability review
4. Construction management
5. Construction Engineering and Inspection (CEI)
6. Financial/fiscal studies
7. Quality assurance/quality control (QA/QC) related tasks
8. Coordination with other disciplines
9. Preparation of estimated quantities, costs and bid documents.
10. Attend project management and public meetings
11. Assists with Southwest Florida Water Management District (SWFWMD) and other grant/loan funding.

EXHIBIT B
KEY PERSONNEL

Staff Name	Job Title
Brett Cunningham	Managing Principal
Daniel Simpson	Project Officer
Rich Koller	Project Officer
Justin Gregory	Project Officer
Mark Nelson	Project Officer
Kelly Flowers	Project Officer
Jim McLellan	Chief Engineer/Chief Scientist
Khan Boupha	Chief Engineer/Chief Scientist
Tracy Dayton	Senior Project Manager/Senior Engineer
Thy Do	Senior Project Manager/Senior Engineer
Mark Erwin	Senior Project Manager/Senior Engineer
Meri Beyer	Senior Project Manager/Senior Engineer
Jarrod Hirneise	Senior Project Manager/Senior Engineer
Jamie Bell	Senior Project Manager/Senior Engineer
Tom Blush	Senior Project Manager/Senior Engineer
BJ Bukata	Project Engineer/Project Manager/Senior Scientist
Brian Rosenfeld	Systems Analyst
Chris Seufert	Senior Construction Administrator
Gregg Fruecht	Senior Construction Administrator
Chelsea Goodman	Engineer/Project Scientist

EXHIBIT B
KEY PERSONNEL

Rasahn Martin	Engineer/Project Scientist
Jamila Morrison	Construction Project Coordinator

EXHIBIT C
HOURLY RATES

Job Classification	Hourly Rate
Managing Principal	$350.00
Project Officer	$325.00
Chief Engineer/Chief Scientist	$310.00
Senior Project Manager/Senior Engineer	$290.00
Project Engineer/Project Manager/Senior Scientist	$235.00
Systems Analyst	$235.00
Senior Construction Administrator	$235.00
Senior Technical Editor	$180.00
Engineer/Project Scientist	$180.00
Senior CADD Designer/Senior GIS Analyst	$180.00
Construction Administrator	$180.00
Engineer Intern/Scientist	$160.00
CADD Designer/GIS Analyst/Designer	$160.00
Senior Field Representative Construction	$160.00
Associate Scientist	$145.00
Senior CADD Technician	$145.00
Senior Field Technician Environmental	$145.00
Field Representative Construction	$145.00
CADD Technician/GIS Technician	$130.00
Environmental Data Analyst	$130.00

EXHIBIT C
HOURLY RATES

Field Technician Environmental	$130.00
Construction Project Coordinator	$130.00
Senior Administrative Assistant	$130.00
Administrative Assistant	$100.00

AGREEMENT FOR
ENGINEERING CONTINUING SERVICES - STORMWATER

THIS AGREEMENT (the "Agreement") is made and entered into as of the date of execution by both parties, by and between the **City of Bradenton**, a political subdivision of the State of Florida (the "City"), and **Kimley-Horn and Associates, Inc.**, a North Carolina corporation authorized to do business in FLorida (the "Consultant").

WITNESSETH

WHEREAS, the City required a consultant to provide Engineering Continuing Services for Stormwater; and

WHEREAS, the City issued Request for Qualifications (RFQ) 26-013MK on December 9, 2025 (the "Solicitation"); and

WHEREAS, the City evaluated the proposals in accordance with §287.055, F.S.; and

WHEREAS, the Consultant has reviewed the services required pursuant to this Agreement and is qualified, willing, and able to provide and perform all such services in accordance with its terms; and

WHEREAS, the parties desire to enter into a contract setting forth the terms and conditions of their agreement.

NOW, THEREFORE, the City and the Consultant, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, do agree as follows:

I. AGREEMENT DOCUMENTS AND SCOPE OF CONSULTANT'S SERVICES

The Scope of Services, Key Personnel, and Hourly Rates are attached hereto, and the Solicitation (including all attachments thereto), and Consultant's Proposal are made part hereof by this reference, and the terms and provisions contained therein shall be incorporated into this Agreement as if fully stated herein (the documents attached hereto, this Agreement, and any Work Assignment(s) hereinafter issued pursuant to this Agreement shall be collectively referred to herein as the "Agreement Documents"). To the extent there is conflict among the terms and provisions of the Agreement Documents, the order of precedence shall be the order in which the Agreement Documents are listed below:

1. Contract and any addenda;
2. Work Assignment(s);
3. Scope of Services;
4. Key Personnel;
5. Hourly Rates;
6. Purchase Order(s);
7. Solicitation; and
8. Consultant's Proposal.

The Consultant agrees to diligently provide all materials, services, and labor for Engineering Continuing Services for Stormwater in accordance with the Scope of Services, attached as Exhibit A incorporated herein (the "Services").

II. TERM

This Agreement shall commence immediately upon execution by both the City and the Consultant and shall continue for an initial period of three (3) years. The Agreement may be renewed for up to two (2) additional one-year periods by written Agreement of both parties.

III. WORK ASSIGNMENTS

A. Consultant shall be engaged to perform specific work through the issuance of a negotiated work assignment ("Work Assignment").

B. Consultant acknowledges that the City has entered into multiple agreements with various firms (collectively with Consultant, the "Firms") for the Services and Work Assignments shall be issued on a rotational basis.

1. Work Assignments shall be issued in accordance with §287.055(2)(g). F.S
2. For each services category identified in the Scope of Services (the "Service Categories"), Purchasing will place the Firms in the City's professional services library in the order they are ranked, with the highest scoring Firm placed in the first position in the rotation.
3. As each Work Assignment is identified, the next Firm in the rotation will be offered the opportunity to negotiate that Work Assignment with the City's Administrative Agent.
4. Should a Firm decline a Work Assignment, fail to respond, or be unable to reach a satisfactory fee negotiation with the City within a reasonable time frame, the City will contact the next Firm on the list until the Work Assignment is successfully negotiated.
    i. Firms will have the option of rejecting one (1) Work Assignment within each Service Category within a twelve-month period without penalty. A second Work Assignment rejection within a Service Category during any twelve-month period will cause the Firm to be skipped in the rotation for the subsequent Work Assignment within the Service Category. A Firm who rejects three (3) Work Assignments (or is unable to satisfactorily negotiate three (3) Work Assignments) in any twelve-month period will be removed from the Service Category.
    ii. Firms wishing to reject a Work Assignment for any reason must provide a rejection notification document in form and substance satisfactory to the City. A copy of this form must be provided to Purchasing by the City's Administrative Agent.
5. After notification by the City, the Consultant and City shall negotiate a scope of work, time schedule, and budget for performance of the work. When the scope of work, time schedule and budget are mutually agreeable, the Work Assignment shall be executed by the parties.

C. Consultant will identify and provide qualifications of sub-consultants during the Work Assignment negotiations. The City reserves the right to review and approve all sub-consultants identified in the Work Assignment prior to execution of the Work Assignment.

D. Amendments to Work Assignments shall reference original Work Assignment scope and all items as detailed in section III.B.5 to which they relate. No amendment to a Work Assignment is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

E. If the City's Administrative Agent requires the Consultant to perform additional services related to a Work Assignment, then the Consultant shall be entitled to additional compensation based on the Fee Schedule, as amended, to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Agreement by written amendment. The City shall not pay for any additional services or work performed prior to the execution of a written amendment to the Work Assignment.

F. Notwithstanding the preceding, in the event additional services or work are required as a result of error, omission, or negligence of the Consultant, the Consultant shall not be entitled to additional compensation for such additional services or work.

G. Notwithstanding the foregoing, the City reserves the right, in its sole discretion, to disregard the rotation in any Service Category and select ("direct select") a specific firm to perform the required services.

IV. TERMINATION OF WORK ASSIGNMENTS

The City shall have the right at any time to terminate a Work Assignment. In that event, the Consultant shall cease work and shall deliver to the City all documents (including reports, designs, specifications, and all other data) prepared or obtained by the Consultant in connection with the Work Assignment. The City shall, upon receipt of the aforesaid documents, pay to the Consultant and the Consultant shall accept as full payment for its services, a sum of money equal to (1) the fee for each completed and accepted task as shown in the Work Assignment, plus (2) the fee for the percentage of the work completed in any authorized but completed task, less (3) all previous payments made for the same task.

V. COMPENSATION AND PAYMENT OF CONSULTANT'S SERVICE

A. Each Work Assignment shall include all profit, direct and indirect labor costs, personnel related costs, overhead and administrative costs, travel related out-of-pocket expenses and costs, and all other costs which are necessary to provide the services as outlined in this Agreement. Mark-up for subcontracted services shall not exceed 10% of actual cost.

B. The maximum compensation for each Work Assignment shall be determined individually by the City as the need for a Work Assignment arises.

C. Consultant acknowledges and agrees that no minimum amount of work is guaranteed under this Agreement and City may elect not to issue any Work Assignments. If a Work Assignment is issued, the City reserves the right to amend, reduce or terminate the Work Assignment in its sole discretion.

D. Consultant represents and warrants that wage rates and other factual unit costs supporting the compensation relative to this Agreement shall be accurate, complete, and current at the time of entering into this Agreement. The amounts set forth in the Agreement will be adjusted to exclude any significant sums by which the Contract Price was increased where the City

determines such increase is due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such adjustments must be made within one year following completion of the Agreement.

E. The City's performance and obligations to pay under this Agreement is contingent up on an appropriation of lawfully available funds by the City Council. The City shall promptly notify the Consultant if the necessary appropriation is not made.

VI. METHOD OF PAYMENT

A. The City shall pay the Consultant in accordance with the Local Government Prompt Payment Act set forth in §218.70, et seq. F.S., upon receipt of the Consultant's invoice and written approval of same by the City's Administrative Agent indicating that the Services have been rendered in conformity with this Agreement.

B. The Consultant shall submit invoices for payment to the address indicated on the Work Assignment for the Services completed. The invoices shall set forth the charges for the completed Services in accordance with Exhibit B Fee Schedule attached hereto and incorporated herein.

C. The Consultant's invoices shall be in a form satisfactory to the City. The Consultant is responsible for providing all necessary documentation that may be required by the City.

VII. LIABILITY OF CONSULTANT

A. The Consultant shall indemnify and hold harmless the agency, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract.

B. This section shall survive the termination or expiration of this Agreement.

VIII. CONSULTANT'S INSURANCE

Consultant shall procure and maintain insurance as specified in the Solicitation.

IX. RESPONSIBILITIES OF THE CONSULTANT

A. Consultant acknowledges that it is familiar with the requirements of the Agreement Documents, and that it will perform the Services as required.

B. The Consultant agrees to respond to communication from the City within three (3) working days unless a shorter response time is specified by the City.

C. The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all reports, designs, specifications, other documents and data used or produced by or at the behest of the Consultant under this Agreement. The Consultant shall, without additional compensation, correct or revise any errors or deficiencies in its reports, designs, specifications, other documents and data.

D. The Consultant warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Consultant) to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.

E. Consultant agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a Consultant's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Agreement in accordance with the provisions contained herein.

F. The Consultant shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

G. The Consultant shall maintain books, records, documents, and other evidence directly pertaining to or connected with the Services under this Agreement which shall be available and accessible at the Consultant's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives. Such records shall be retained for a minimum of five (5) fiscal years (From October to September) after completion of the Services.

H. The Consultant shall notify the City's Administrative Agent at least one (1) day in advance of any meeting between the Consultant and any City Council Member, regulatory agency or private citizen relating to this Agreement.

I. The Consultant is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. The Consultant is not an employee, agent or servant of the City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Consultant sole direction, supervision and control. The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all aspects the Consultant's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees of the City. Consultant shall be solely responsible for providing benefits and insurance to its employees.

J. The Consultant understands and acknowledges that pursuant to Ch. 934, F.S., Security of Communications; Surveillance, the City DOES NOT CONSENT to the interception and/or disclosure of its oral, wire, or electronic communications. Accordingly, the Consultant warrants it will not utilize nor deploy any electronic, mechanical, or other device (including bots, Artificial Intelligence, or similar software) to record, transcribe, or monitor any such communication during any non-public, in-person or virtual meetings between itself and the City. Consultant activities contrary to this warranty may constitute a felony under Ch. 934, implicate Ch. 119, F.S., Public Records, and/or constitute a material breach of this section and/or other section(s) of this Agreement (e.g. Records Retention, Audits, Ethics, Compliance, and Civility). Only duly authorized City personnel may grant an exception to this prohibition on a case-by-case basis.

X. OWNERSHIP, USE AND FORMATTING OF WORK PRODUCTS

A. It is understood and agreed that the work products, including reports, designs, specifications, other documents and data developed by the Consultant in connection with the Services shall be delivered to, and shall become the property of the City upon acceptance by the City. The Consultant hereby assigns all its copyright and other proprietary interests in the products of this Agreement to the City. Specific written authority is required from the City's Administrative Agent for the Consultant to use any of the work products of this Agreement on any non-City project.

B. Notwithstanding the above, any reuse of the work products by the City on other projects will be at the risk of the City.

C. The City records all land related changes and/or activities in a Geographic Information System (GIS), the applicable version of which shall be stated in the scope. Therefore, all GIS or Computer Aided Drafting (CAD) formatted data created or modified in support of a project will be provided to the City as a project deliverable for inclusion into the City's GIS, at no additional cost. GIS data files submitted in support of a project must adhere to City GIS standards, and CAD drawings submitted must adhere to City CAD standards.

D. Computer systems and databases used for providing the documents necessary to this Agreement shall be compatible with existing City systems. City PCs run the latest version of the Windows operating system and Windows-based compatible software. Additional detail regarding City technology and system may be obtained by contacting the City's Information Technology Department.

XI. FORCE MAJEURE; PERFORMANCE OF CONSULTANT'S PERSONNEL

A. Time is of the essence in the performance of this Agreement. The Consultant specifically agrees that all work performed under the terms and conditions of this Agreement shall be completed within the time limits as set forth herein, or as otherwise identified in the Agreement Documents or as specified by the City's Administrative Agent, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

B. The Consultant shall ensure that all key personnel, support personnel, and other agents as identified in Exhibit B are fully qualified and capable to perform their assigned tasks. Any changes or substitution to the Consultant's key personnel must receive the City's Administrative Agent's written approval before said changes or substitution can become effective.

XII. OBLIGATIONS OF THE CITY

A. The City's Administrative Agent is designated to do all things necessary to properly administer the terms and conditions of this Agreement, including, but not limited to:

1. Review of all Consultant payment requests for approval or rejection; and
2. Periodic reviews of the work of the Consultant as necessary for the completion of the

Consultant's services during the period of this Agreement.

B. The City shall not provide any services to the Consultant in connection with any claim brought on behalf of or against the Consultant.

XIII. TERMINATION

A. The City shall have the right at any time upon thirty (30) calendar days' written notice to the Consultant to terminate the Services of the Consultant for convenience. In the event of termination pursuant to this paragraph, the City shall pay to the Consultant and the Consultant shall accept as full payment for its Services, a sum of money equal to the work completed in any commenced but incomplete Services.

B. Any failure of the Consultant to satisfy the requirements of this Agreement, as documented by the Administrative Agent, shall be considered a default of the Agreement and sufficient reason for termination.

1. For defaults that are curable (as determined solely by the City), the Consultant shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification.

2. For defaults that are not curable (as determined solely by the City), notice of the termination date shall be given as deemed appropriate by the City.

C. In the event the City's termination of this Agreement for default is in any way deficient, at the option of the City such termination may be deemed to be a termination for convenience pursuant to Section XII.A. above.

D. The parties may mutually agree to terminate this Agreement. Such termination shall be evidenced by a notice issued by the City. In the event of termination pursuant to this paragraph, the City shall pay to the Consultant and the Consultant shall accept as full payment for its Services, a sum of money equal to the work completed in any commenced but incomplete Services.

E. In the event that the Consultant has abandoned performance under this Agreement, then the City may terminate this Agreement upon three (3) calendar days' written notice to the Consultant indicating its intention to do so. Payment for work performed prior to the Consultant's abandonment shall be as stated in paragraph XII.D. above. Consultant shall have one hundred and eighty (180) days from the effective date of such termination to submit invoices. Invoices submitted more than one hundred and eighty (180) days after the effective date of such termination may not be accepted for payment.

F. The Consultant shall have the right to terminate Services only in the event of the City failing to pay the Consultant's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Administrative Agent.

G. The City reserves the right to terminate and cancel this Agreement in the event the Consultant shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors.

H. After consultation with and written notice to the Consultant providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to:

1. The quality of a portion, or all, of the Consultant's work not performed in accordance with the requirements of this Agreement;
2. The quantity of the Consultant's work not delivered or performed as represented in the Consultant's Payment Request, or otherwise;
3. Claims made, or likely to be made, against the City or its property;
4. Damages to the City or a third party caused by the Consultant;
5. The Consultant's failure or refusal to perform any obligation under this Agreement.

XIV. STOP WORK ORDER

A. The City's Administrative Agent, may at any time, by written order to the Consultant, require the Consultant to stop all or any part of the work called for by this Agreement. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Consultant. Upon receipt of such as order, the Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Consultant shall not resume work unless specifically so directed in writing by the City. Before the stop work order expires unless it is extended, the Administrative Agent shall take one of the following actions:

   1. Cancel the stop work order; or
   2. Terminate the work covered by the order; or
   3. Terminate this Agreement in accordance with the provisions contained in Section XII.A.

B. In the event the City elects not to direct the Consultant to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XII.A. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the City does not direct the Consultant to resume work within ninety (90) days, the Consultant may terminate this Agreement.

XV. DISPUTE RESOLUTION

A. To the extent Chapter 558, F.S. is applicable, the parties expressly opt out of the requirements of Chapter 558, F.S., within the meaning of §558.005(1), F.S.

B. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Manatee County, Florida, with the parties sharing equally in the cost of such mediation.

C. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.

D. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Manatee County, Florida, or where proper subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and

venue of such courts, including any objection based on forum non conveniens.

E. The parties hereby waive all rights to trial by jury for any litigation concerning this Agreement.

F. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.

G. Unless otherwise agreed in writing, the Consultant shall be required to continue its service and all other obligations under this Agreement during the pendency of any claim or dispute including, but not limited to, the actual period of mediation or judicial proceeding.

XVI. PUBLIC RECORDS

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

City of Bradenton
City Clerk
101 Old Main Street
Bradenton, FL 34205

Phone: 941-932-9400
Email: Cityclerk@Cityofbradenton.com

XVII. MISCELLANEOUS

A. The Agreement Documents constitute the sole and complete understanding between the parties and supersede all other Agreements between them, whether oral or written with respect to the subject matter. No amendment, change order or addendum to the Agreement Documents is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

B. The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.

C. The parties hereto do not intend, nor shall this Agreement be construed, to grant any rights, privileges, or interest to any third party.

D. If the Consultant is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

E. The Consultant shall not assign or transfer any rights, interests, or obligations under this Agreement (whether by novation or otherwise) without the prior written consent of the City, except that claims for the money due or to become due to the Consultant from the City under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the City. Written notice of any such transfer or assignment due to bankruptcy shall be promptly given to the City.

F. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

G. The failure of any party hereto to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of such party's rights or deprive such party

of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

H. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be unaffected thereby and shall remain valid and enforceable as to each party.

I. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

J. Neither the City's review, approval or acceptance of, nor payment for, the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement.

K. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies available at law or in equity.

L. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

M. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the address below:

Consultant's Representative:	
Name:	Molly Williams, PE
Title:	Senior Project Manager
Address:	1800 Second St, Suite 900
	Sarasota, FL 34236
Telephone:	941-379-7611
E-Mail:	Molly.Williams@Kimley-Horn.com

City's Administrative Agent:	
Name:	Kim Clayback
Title:	Engineering Manager
Address:	888 13th Ave E
	Bradenton, FL 34208
Telephone:	941-708-6304
E-Mail:	Kim.Clayback@bradentonFL.gov

With a copy to: Blalock Walters, P.A.
Attn: Scott E. Rudacille, Esq.
802 11th Street West
Bradenton, Florida 34205
srudacille@blalockwalters.com

N. Any change in the City's Administrative Agent or the Consultant's Representative will be promptly communicated in writing by the party making the change.

O. Paragraph headings are for convenience of the parties and for reference purposes only and shall be given no legal effect.

P. The Solicitation and all attachments and addenda thereto are hereby incorporated in the

Agreement by this reference.

Consultant and City acknowledge having read and understood this Agreement and hereby agree to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the date last written below.

KIMLEY-HORN AND ASSOCIATES, INC.

By: Jordan E Leep Digitally signed by Jordan E Leep Date: 2026.03.19 16:19:21-04'00'

Print Name: Jordan E. Leep, PE
(Title of Authorized Representative)

Date: 3/19/2026

Title: Vice President

CITY OF BRADENTON

By: _____
GENE BROWN
Mayor

Date: _____

ATTEST:

By: _____
TAMARA MELTON
City Clerk

Approved as to form:

By: _____
SCOTT E. RUDACILLE
City Attorney

EXHIBIT A
SCOPE OF SERVICES

1. Overview

The Consultant shall provide professional engineering services for projects within the utility work program consisting of studies, design, permitting, and certification for all types of stormwater engineering services.

2. Assignment of Work

1. Project sizes may vary, and tasks will be assigned based on individually negotiated work assignments.
2. Consultant shall perform all the services specified in accordance with generally accepted professional standards. Consultant shall perform all services expeditiously with professional skill, care, and orderly progress of work.
3. At least one (1) key personnel shall hold and maintain the state license(s) necessary to perform the requested work
4. All work shall conform to and comply with applicable codes, laws, ordinances, regulations and restrictions.

3. Scope of Services

This category of work includes professional engineering design services associated with Public Works Utilities. The work may include, but is not limited to pre-design services, design services, and Services During Construction (SDC) which shall include field and/or office administration tasks.
Consultant may be requested to provide engineering services for stormwater as indicated below.

A. Stormwater application services to support the City's stormwater program shall include:
    1. Technical and engineering studies
    2. Cost estimated and analysis
    3. Geographic Information (GIS) services
        a. Data Collection
        b. Application development
        c. Mapping
        d. Operational support
    4. Permitting
    5. Field Studies
    6. Stormwater system inspection and evaluation
    7. Land surveying
    8. Engineering design
    9. Stormwater modeling, planning and design
    10. Regulatory agency and utilities coordination

B. Stormwater and related environmental and scientific work shall include:
    1. Floodplain protection
        a. Watershed Modeling, Evaluation, and Planning
        b. Hydraulic and hydrologic modeling using tools such as Interconnected Pond Routing (ICPR) for Level of Service analysis
        c. Development review assistance
        d. Watershed management planning, updates and maintenance related to floodplain protection
        e. Federal Emergency Management Agency (FEMA) updates and coordination.

f. Community Rating System (CRS)

2. Water quality
    a. Pollutant load modeling
    b. Watershed planning and sediment management plan related to water quality
    c. Low Impact Development
    d. MS4 Assistance
    e. Feasibility studies
    f. Best management practice analysis
    g. Regulatory support for permitting including meetings, application, and responding to requests for additional information.

3. Stormwater infrastructure repair, rehabilitation and replacement
    a. Application of trenchless technologies
    b. Erosion control and bank stabilization
    c. Drainage operations and maintenance
    d. Infrastructure condition and needs assessments
    e. Engineering design

C. Additional services may include, but not limited to:
1. Public outreach
2. Value Engineering
3. Constructability review
4. Construction management
5. Construction Engineering and Inspection (CEI)
6. Financial/fiscal studies
7. Quality assurance/quality control (QA/QC) related tasks
8. Coordination with other disciplines
9. Preparation of estimated quantities, costs and bid documents.
10. Attend project management and public meetings
11. Assists with Southwest Florida Water Management District (SWFWMD) and other grant/loan funding.

EXHIBIT B
KEY PERSONNEL

Staff Name	Job Title
Chris Niforatos, P.E.	Chief Engineer
Molly Williams, P.E.	Senior Project Manager
Eric Shroyer, P.E.	Senior Project Manager
Ashley Miele, P.E.	Senior Professional Engineer
Jordan Leep, P.E., PMP	Senior Professional Engineer
Kellie Clark, P.E.	Senior Professional Engineer
Trenton Strackbein, P.E.	Professional Engineer II
Phil Reid, P.E.	Professional Engineer II
Madeline Kender, P.E.	Professional Engineer II
Brandon Nichols, P.E.	Professional Engineer I
Josie Wiederkehr, P.E.	Professional Engineer I
Emily Saidi, P.E.	Professional Engineer I
Mitch Hudson, P.E.	Professional Engineer I
Antonio Alicea	Analyst II
Emily Hetherington	Analyst II
Kaleigh Cook	Analyst II
Scott Zyra	Analyst II
Jennifer Briggs	Analyst I
Beatriz Da Silva Inacio	Analyst I
Kevin Brock	Analyst I

EXHIBIT B
KEY PERSONNEL

Seth Kline	Analyst I
Megan Mancina	Analyst I
Seth Stone	Analyst I
Steve Hartl	Senior Designer
Nick Prater	Drafter/CADD Operator
Rocco Angerami	Senior Construction Inspector
Ramon Diaz	Construction Inspector
Jeff Goodwin	Senior Environmental Scientist
Ronnie Van Fleet, PWS	Senior Environmental Scientist
Chris Kennedy	Environmental Scientist
Jeb King	Environmental Scientist Analyst
Laura Montalvo	Environmental Scientist Analyst
Ed Dean, PLA, LEED AP	Senior Landscape Architect
Kelsie Shy	Landscape Architect
Ashley Bautista	Landscape Architect Analyst
Laura Wittenbauer	Grant Administrator
Tami Bailey	Grant Administrator
Michelle Serafimovich	Grant Specialist
Alec Thompson	Financial / Accounting Clerical
Lori Gerken	Clerical

EXHIBIT C
HOURLY RATES

Job Classification	Hourly Rate
Chief Engineer	$335 - $395
Senior Project Manager	$325 - $375
Project Manager	$235 - $315
Senior Professional Engineer	$290 - $370
Professional Engineer II	$230 - $280
Professional Engineer I	$170 - $220
Analyst II	$150 - $185
Analyst I	$130 - $165
Senior Designer	$215 - $300
Designer / Engineering Technician	$165 - $205
Drafter / CADD Operator	$125 - $150
Senior Construction Inspector	$235 - $285
Construction Inspector	$165 - $205
Senior Environmental Scientist	$230 - $345
Environmental Scientist	$145 - $220
Environmental Scientist Analyst	$130 - $160
Senior Landscape Architect	$265 - $360
Landscape Architect	$185 - $255
Landscape Architect Analyst	$130 - $175
Grant Administrator	$205 - $315

EXHIBIT C
HOURLY RATES

Grant Specialist	$135 - $220
Financial / Accounting Clerical	$140 - $190
Clerical	$95 - $145

AGREEMENT FOR
ENGINEERING CONTINUING SERVICES - STORMWATER

THIS AGREEMENT (the "Agreement") is made and entered into as of the date of execution by both parties, by and between the **City of Bradenton**, a political subdivision of the State of Florida (the "City"), and **Rummel, Klepper & Kahl, LLP**, a Florida limited liability partnership (the "Consultant").

WITNESSETH

WHEREAS, the City required a consultant to provide Engineering Continuing Services for Stormwater; and

WHEREAS, the City issued Request for Qualifications (RFQ) 26-013MK on December 9, 2025 (the "Solicitation"); and

WHEREAS, the City evaluated the proposals in accordance with §287.055, F.S.; and

WHEREAS, the Consultant has reviewed the services required pursuant to this Agreement and is qualified, willing, and able to provide and perform all such services in accordance with its terms; and

WHEREAS, the parties desire to enter into a contract setting forth the terms and conditions of their agreement.

NOW, THEREFORE, the City and the Consultant, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, do agree as follows:

I. AGREEMENT DOCUMENTS AND SCOPE OF CONSULTANT'S SERVICES

The Scope of Services, Key Personnel, and Hourly Rates are attached hereto, and the Solicitation (including all attachments thereto), and Consultant's Proposal are made part hereof by this reference, and the terms and provisions contained therein shall be incorporated into this Agreement as if fully stated herein (the documents attached hereto, this Agreement, and any Work Assignment(s) hereinafter issued pursuant to this Agreement shall be collectively referred to herein as the "Agreement Documents"). To the extent there is conflict among the terms and provisions of the Agreement Documents, the order of precedence shall be the order in which the Agreement Documents are listed below:

1. Contract and any addenda;
2. Work Assignment(s);
3. Scope of Services;
4. Key Personnel;
5. Hourly Rates;
6. Purchase Order(s);
7. Solicitation; and
8. Consultant's Proposal.

The Consultant agrees to diligently provide all materials, services, and labor for Engineering Continuing Services for Stormwater in accordance with the Scope of Services, attached as Exhibit A incorporated herein (the "Services").

II. TERM

This Agreement shall commence immediately upon execution by both the City and the Consultant and shall continue for an initial period of three (3) years. The Agreement may be renewed for up to two (2) additional one-year periods by written Agreement of both parties.

III. WORK ASSIGNMENTS

A. Consultant shall be engaged to perform specific work through the issuance of a negotiated work assignment ("Work Assignment").

B. Consultant acknowledges that the City has entered into multiple agreements with various firms (collectively with Consultant, the "Firms") for the Services and Work Assignments shall be issued on a rotational basis.

1. Work Assignments shall be issued in accordance with §287.055(2)(g). F.S
2. For each services category identified in the Scope of Services (the "Service Categories"), Purchasing will place the Firms in the City's professional services library in the order they are ranked, with the highest scoring Firm placed in the first position in the rotation.
3. As each Work Assignment is identified, the next Firm in the rotation will be offered the opportunity to negotiate that Work Assignment with the City's Administrative Agent.
4. Should a Firm decline a Work Assignment, fail to respond, or be unable to reach a satisfactory fee negotiation with the City within a reasonable time frame, the City will contact the next Firm on the list until the Work Assignment is successfully negotiated.
    i. Firms will have the option of rejecting one (1) Work Assignment within each Service Category within a twelve-month period without penalty. A second Work Assignment rejection within a Service Category during any twelve-month period will cause the Firm to be skipped in the rotation for the subsequent Work Assignment within the Service Category. A Firm who rejects three (3) Work Assignments (or is unable to satisfactorily negotiate three (3) Work Assignments) in any twelve-month period will be removed from the Service Category.
    ii. Firms wishing to reject a Work Assignment for any reason must provide a rejection notification document in form and substance satisfactory to the City. A copy of this form must be provided to Purchasing by the City's Administrative Agent.
5. After notification by the City, the Consultant and City shall negotiate a scope of work, time schedule, and budget for performance of the work. When the scope of work, time schedule and budget are mutually agreeable, the Work Assignment shall be executed by the parties.

C. Consultant will identify and provide qualifications of sub-consultants during the Work Assignment negotiations. The City reserves the right to review and approve all sub-consultants identified in the Work Assignment prior to execution of the Work Assignment.

D. Amendments to Work Assignments shall reference original Work Assignment scope and all items as detailed in section III.B.5 to which they relate. No amendment to a Work Assignment is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

E. If the City's Administrative Agent requires the Consultant to perform additional services related to a Work Assignment, then the Consultant shall be entitled to additional compensation based on the Fee Schedule, as amended, to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Agreement by written amendment. The City shall not pay for any additional services or work performed prior to the execution of a written amendment to the Work Assignment.

F. Notwithstanding the preceding, in the event additional services or work are required as a result of error, omission, or negligence of the Consultant, the Consultant shall not be entitled to additional compensation for such additional services or work.

G. Notwithstanding the foregoing, the City reserves the right, in its sole discretion, to disregard the rotation in any Service Category and select ("direct select") a specific firm to perform the required services.

IV. TERMINATION OF WORK ASSIGNMENTS

The City shall have the right at any time to terminate a Work Assignment. In that event, the Consultant shall cease work and shall deliver to the City all documents (including reports, designs, specifications, and all other data) prepared or obtained by the Consultant in connection with the Work Assignment. The City shall, upon receipt of the aforesaid documents, pay to the Consultant and the Consultant shall accept as full payment for its services, a sum of money equal to (1) the fee for each completed and accepted task as shown in the Work Assignment, plus (2) the fee for the percentage of the work completed in any authorized but completed task, less (3) all previous payments made for the same task.

V. COMPENSATION AND PAYMENT OF CONSULTANT'S SERVICE

A. Each Work Assignment shall include all profit, direct and indirect labor costs, personnel related costs, overhead and administrative costs, travel related out-of-pocket expenses and costs, and all other costs which are necessary to provide the services as outlined in this Agreement. Mark-up for subcontracted services shall not exceed 10% of actual cost.

B. The maximum compensation for each Work Assignment shall be determined individually by the City as the need for a Work Assignment arises.

C. Consultant acknowledges and agrees that no minimum amount of work is guaranteed under this Agreement and City may elect not to issue any Work Assignments. If a Work Assignment is issued, the City reserves the right to amend, reduce or terminate the Work Assignment in its sole discretion.

D. Consultant represents and warrants that wage rates and other factual unit costs supporting the compensation relative to this Agreement shall be accurate, complete, and current at the time of entering into this Agreement. The amounts set forth in the Agreement will be adjusted to exclude any significant sums by which the Contract Price was increased where the City

determines such increase is due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such adjustments must be made within one year following completion of the Agreement.

E. The City's performance and obligations to pay under this Agreement is contingent up on an appropriation of lawfully available funds by the City Council. The City shall promptly notify the Consultant if the necessary appropriation is not made.

VI. METHOD OF PAYMENT

A. The City shall pay the Consultant in accordance with the Local Government Prompt Payment Act set forth in §218.70, et seq. F.S., upon receipt of the Consultant's invoice and written approval of same by the City's Administrative Agent indicating that the Services have been rendered in conformity with this Agreement.

B. The Consultant shall submit invoices for payment to the address indicated on the Work Assignment for the Services completed. The invoices shall set forth the charges for the completed Services in accordance with Exhibit B Fee Schedule attached hereto and incorporated herein.

C. The Consultant's invoices shall be in a form satisfactory to the City. The Consultant is responsible for providing all necessary documentation that may be required by the City.

VII. LIABILITY OF CONSULTANT

A. The Consultant shall indemnify and hold harmless the agency, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract.

B. This section shall survive the termination or expiration of this Agreement.

VIII. CONSULTANT'S INSURANCE

Consultant shall procure and maintain insurance as specified in the Solicitation.

IX. RESPONSIBILITIES OF THE CONSULTANT

A. Consultant acknowledges that it is familiar with the requirements of the Agreement Documents, and that it will perform the Services as required.

B. The Consultant agrees to respond to communication from the City within three (3) working days unless a shorter response time is specified by the City.

C. The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all reports, designs, specifications, other documents and data used or produced by or at the behest of the Consultant under this Agreement. The Consultant shall, without additional compensation, correct or revise any errors or deficiencies in its reports, designs, specifications, other documents and data.

D. The Consultant warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Consultant) to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.

E. Consultant agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a Consultant's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Agreement in accordance with the provisions contained herein.

F. The Consultant shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

G. The Consultant shall maintain books, records, documents, and other evidence directly pertaining to or connected with the Services under this Agreement which shall be available and accessible at the Consultant's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives. Such records shall be retained for a minimum of five (5) fiscal years (From October to September) after completion of the Services.

H. The Consultant shall notify the City's Administrative Agent at least one (1) day in advance of any meeting between the Consultant and any City Council Member, regulatory agency or private citizen relating to this Agreement.

I. The Consultant is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. The Consultant is not an employee, agent or servant of the City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Consultant sole direction, supervision and control. The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all aspects the Consultant's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees of the City. Consultant shall be solely responsible for providing benefits and insurance to its employees.

J. The Consultant understands and acknowledges that pursuant to Ch. 934, F.S., Security of Communications; Surveillance, the City DOES NOT CONSENT to the interception and/or disclosure of its oral, wire, or electronic communications. Accordingly, the Consultant warrants it will not utilize nor deploy any electronic, mechanical, or other device (including bots, Artificial Intelligence, or similar software) to record, transcribe, or monitor any such communication during any non-public, in-person or virtual meetings between itself and the City. Consultant activities contrary to this warranty may constitute a felony under Ch. 934, implicate Ch. 119, F.S., Public Records, and/or constitute a material breach of this section and/or other section(s) of this Agreement (e.g. Records Retention, Audits, Ethics, Compliance, and Civility). Only duly authorized City personnel may grant an exception to this prohibition on a case-by-case basis.

X. OWNERSHIP, USE AND FORMATTING OF WORK PRODUCTS

A. It is understood and agreed that the work products, including reports, designs, specifications, other documents and data developed by the Consultant in connection with the Services shall be delivered to, and shall become the property of the City upon acceptance by the City. The Consultant hereby assigns all its copyright and other proprietary interests in the products of this Agreement to the City. Specific written authority is required from the City's Administrative Agent for the Consultant to use any of the work products of this Agreement on any non-City project.

B. Notwithstanding the above, any reuse of the work products by the City on other projects will be at the risk of the City.

C. The City records all land related changes and/or activities in a Geographic Information System (GIS), the applicable version of which shall be stated in the scope. Therefore, all GIS or Computer Aided Drafting (CAD) formatted data created or modified in support of a project will be provided to the City as a project deliverable for inclusion into the City's GIS, at no additional cost. GIS data files submitted in support of a project must adhere to City GIS standards, and CAD drawings submitted must adhere to City CAD standards.

D. Computer systems and databases used for providing the documents necessary to this Agreement shall be compatible with existing City systems. City PCs run the latest version of the Windows operating system and Windows-based compatible software. Additional detail regarding City technology and system may be obtained by contacting the City's Information Technology Department.

XI. FORCE MAJEURE; PERFORMANCE OF CONSULTANT'S PERSONNEL

A. Time is of the essence in the performance of this Agreement. The Consultant specifically agrees that all work performed under the terms and conditions of this Agreement shall be completed within the time limits as set forth herein, or as otherwise identified in the Agreement Documents or as specified by the City's Administrative Agent, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

B. The Consultant shall ensure that all key personnel, support personnel, and other agents as identified in Exhibit B are fully qualified and capable to perform their assigned tasks. Any changes or substitution to the Consultant's key personnel must receive the City's Administrative Agent's written approval before said changes or substitution can become effective.

XII. OBLIGATIONS OF THE CITY

A. The City's Administrative Agent is designated to do all things necessary to properly administer the terms and conditions of this Agreement, including, but not limited to:

1. Review of all Consultant payment requests for approval or rejection; and
2. Periodic reviews of the work of the Consultant as necessary for the completion of the

Consultant's services during the period of this Agreement.

B. The City shall not provide any services to the Consultant in connection with any claim brought on behalf of or against the Consultant.

XIII. TERMINATION

A. The City shall have the right at any time upon thirty (30) calendar days' written notice to the Consultant to terminate the Services of the Consultant for convenience. In the event of termination pursuant to this paragraph, the City shall pay to the Consultant and the Consultant shall accept as full payment for its Services, a sum of money equal to the work completed in any commenced but incomplete Services.

B. Any failure of the Consultant to satisfy the requirements of this Agreement, as documented by the Administrative Agent, shall be considered a default of the Agreement and sufficient reason for termination.

1. For defaults that are curable (as determined solely by the City), the Consultant shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification.

2. For defaults that are not curable (as determined solely by the City), notice of the termination date shall be given as deemed appropriate by the City.

C. In the event the City's termination of this Agreement for default is in any way deficient, at the option of the City such termination may be deemed to be a termination for convenience pursuant to Section XII.A. above.

D. The parties may mutually agree to terminate this Agreement. Such termination shall be evidenced by a notice issued by the City. In the event of termination pursuant to this paragraph, the City shall pay to the Consultant and the Consultant shall accept as full payment for its Services, a sum of money equal to the work completed in any commenced but incomplete Services.

E. In the event that the Consultant has abandoned performance under this Agreement, then the City may terminate this Agreement upon three (3) calendar days' written notice to the Consultant indicating its intention to do so. Payment for work performed prior to the Consultant's abandonment shall be as stated in paragraph XII.D. above. Consultant shall have one hundred and eighty (180) days from the effective date of such termination to submit invoices. Invoices submitted more than one hundred and eighty (180) days after the effective date of such termination may not be accepted for payment.

F. The Consultant shall have the right to terminate Services only in the event of the City failing to pay the Consultant's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Administrative Agent.

G. The City reserves the right to terminate and cancel this Agreement in the event the Consultant shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors.

H. After consultation with and written notice to the Consultant providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to:

1. The quality of a portion, or all, of the Consultant's work not performed in accordance with the requirements of this Agreement;
2. The quantity of the Consultant's work not delivered or performed as represented in the Consultant's Payment Request, or otherwise;
3. Claims made, or likely to be made, against the City or its property;
4. Damages to the City or a third party caused by the Consultant;
5. The Consultant's failure or refusal to perform any obligation under this Agreement.

XIV. STOP WORK ORDER

A. The City's Administrative Agent, may at any time, by written order to the Consultant, require the Consultant to stop all or any part of the work called for by this Agreement. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Consultant. Upon receipt of such as order, the Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Consultant shall not resume work unless specifically so directed in writing by the City. Before the stop work order expires unless it is extended, the Administrative Agent shall take one of the following actions:

   1. Cancel the stop work order; or
   2. Terminate the work covered by the order; or
   3. Terminate this Agreement in accordance with the provisions contained in Section XII.A.

B. In the event the City elects not to direct the Consultant to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XII.A. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the City does not direct the Consultant to resume work within ninety (90) days, the Consultant may terminate this Agreement.

XV. DISPUTE RESOLUTION

A. To the extent Chapter 558, F.S. is applicable, the parties expressly opt out of the requirements of Chapter 558, F.S., within the meaning of §558.005(1), F.S.

B. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Manatee County, Florida, with the parties sharing equally in the cost of such mediation.

C. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.

D. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Manatee County, Florida, or where proper subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and

venue of such courts, including any objection based on forum non conveniens.

E. The parties hereby waive all rights to trial by jury for any litigation concerning this Agreement.

F. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.

G. Unless otherwise agreed in writing, the Consultant shall be required to continue its service and all other obligations under this Agreement during the pendency of any claim or dispute including, but not limited to, the actual period of mediation or judicial proceeding.

XVI. PUBLIC RECORDS

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

City of Bradenton
City Clerk
101 Old Main Street
Bradenton, FL 34205

Phone: 941-932-9400
Email: Cityclerk@Cityofbradenton.com

XVII. MISCELLANEOUS

A. The Agreement Documents constitute the sole and complete understanding between the parties and supersede all other Agreements between them, whether oral or written with respect to the subject matter. No amendment, change order or addendum to the Agreement Documents is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

B. The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.

C. The parties hereto do not intend, nor shall this Agreement be construed, to grant any rights, privileges, or interest to any third party.

D. If the Consultant is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

E. The Consultant shall not assign or transfer any rights, interests, or obligations under this Agreement (whether by novation or otherwise) without the prior written consent of the City, except that claims for the money due or to become due to the Consultant from the City under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the City. Written notice of any such transfer or assignment due to bankruptcy shall be promptly given to the City.

F. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

G. The failure of any party hereto to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of such party's rights or deprive such party

of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

H. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be unaffected thereby and shall remain valid and enforceable as to each party.

I. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

J. Neither the City's review, approval or acceptance of, nor payment for, the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement.

K. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies available at law or in equity.

L. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

M. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the address below:

Consultant's Representative:		City's Administrative Agent:	
Name:	Rachel Friend, PE, CSM	Name:	Kim Clayback
Title:	Senior Project Delivery Leader	Title:	Engineering Manager
Address:	2901 S. Lynnhaven Road, Suite 300	Address:	888 13th Ave E
	Virginia Beach, VA 23452		Bradenton, FL 34208
Telephone:	757-448-5315	Telephone:	941-708-6304
E-Mail:	RFriend@rkk.com	E-Mail:	Kim.Clayback@bradentonFL.gov

With a copy to: Blalock Walters, P.A.
Attn: Scott E. Rudacille, Esq.
802 11th Street West
Bradenton, Florida 34205
srudacille@blalockwalters.com

N. Any change in the City's Administrative Agent or the Consultant's Representative will be promptly communicated in writing by the party making the change.

O. Paragraph headings are for convenience of the parties and for reference purposes only and shall be given no legal effect.

P. The Solicitation and all attachments and addenda thereto are hereby incorporated in the

Agreement by this reference.

Consultant and City acknowledge having read and understood this Agreement and hereby agree to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the date last written below.

RUMMEL, KLEPPER & KAHL, LLP

By: _____

Print Name: Nathan Atkinson, Partner
(Title of Authorized Representative)

Date: March 24, 2026

Title: Partner

CITY OF BRADENTON

By: _____
GENE BROWN
Mayor

Date: _____

ATTEST:

By: _____
TAMARA MELTON
City Clerk

Approved as to form:

By: _____
SCOTT E. RUDACILLE
City Attorney

EXHIBIT A
SCOPE OF SERVICES

1. Overview

The Consultant shall provide professional engineering services for projects within the utility work program consisting of studies, design, permitting, and certification for all types of stormwater engineering services.

2. Assignment of Work

1. Project sizes may vary, and tasks will be assigned based on individually negotiated work assignments.
2. Consultant shall perform all the services specified in accordance with generally accepted professional standards. Consultant shall perform all services expeditiously with professional skill, care, and orderly progress of work.
3. At least one (1) key personnel shall hold and maintain the state license(s) necessary to perform the requested work
4. All work shall conform to and comply with applicable codes, laws, ordinances, regulations and restrictions.

3. Scope of Services

This category of work includes professional engineering design services associated with Public Works Utilities. The work may include, but is not limited to pre-design services, design services, and Services During Construction (SDC) which shall include field and/or office administration tasks.
Consultant may be requested to provide engineering services for stormwater as indicated below.

A. Stormwater application services to support the City's stormwater program shall include:
    1. Technical and engineering studies
    2. Cost estimated and analysis
    3. Geographic Information (GIS) services
        a. Data Collection
        b. Application development
        c. Mapping
        d. Operational support
    4. Permitting
    5. Field Studies
    6. Stormwater system inspection and evaluation
    7. Land surveying
    8. Engineering design
    9. Stormwater modeling, planning and design
    10. Regulatory agency and utilities coordination

B. Stormwater and related environmental and scientific work shall include:
    1. Floodplain protection
        a. Watershed Modeling, Evaluation, and Planning
        b. Hydraulic and hydrologic modeling using tools such as Interconnected Pond Routing (ICPR) for Level of Service analysis
        c. Development review assistance
        d. Watershed management planning, updates and maintenance related to floodplain protection
        e. Federal Emergency Management Agency (FEMA) updates and coordination.

f. Community Rating System (CRS)

2. Water quality
    a. Pollutant load modeling
    b. Watershed planning and sediment management plan related to water quality
    c. Low Impact Development
    d. MS4 Assistance
    e. Feasibility studies
    f. Best management practice analysis
    g. Regulatory support for permitting including meetings, application, and responding to requests for additional information.

3. Stormwater infrastructure repair, rehabilitation and replacement
    a. Application of trenchless technologies
    b. Erosion control and bank stabilization
    c. Drainage operations and maintenance
    d. Infrastructure condition and needs assessments
    e. Engineering design

C. Additional services may include, but not limited to:
1. Public outreach
2. Value Engineering
3. Constructability review
4. Construction management
5. Construction Engineering and Inspection (CEI)
6. Financial/fiscal studies
7. Quality assurance/quality control (QA/QC) related tasks
8. Coordination with other disciplines
9. Preparation of estimated quantities, costs and bid documents.
10. Attend project management and public meetings
11. Assists with Southwest Florida Water Management District (SWFWMD) and other grant/loan funding.

EXHIBIT B
KEY PERSONNEL

Staff Name	Job Title
Rachel Friend	Contract Manager /Engineer V
Joe Baan	Contract Manager /Engineer V
Jason Lyle	Contract Manager /Engineer V
Liz Lorello	Project Manager
Taylor Rabidoux	Engineer IV / Discipline Lead
Kristianne Sandoval	Engineer IV / Discipline Lead
Windeliz Gohl	Engineer IV / Discipline Lead
Greg Lee	Engineer IV / Discipline Lead
Jessica Krueger	Engineer IV / Discipline Lead
Theresa Fajardo	Engineer III / Project Engineer
Rob Bielawski	Engineer III / Project Engineer
Victoria Howard	Engineer III / Project Engineer
Jonathan Wiggins	Engineer II / Associate Engineer
Kaiwen Chen	Engineer II / Associate Engineer
Olivia Luthringer	Engineer II / Associate Engineer
Jonathan Fox	Engineer II / Associate Engineer
Eric Szews	Engineer II / Associate Engineer
Lindsey Miller	Engineer I / Engineer
Austin Gaydos	Engineer I / Engineer
Molly Roberts	Engineer I / Engineer

EXHIBIT B
KEY PERSONNEL

Ashton Hutchings	Engineer I / Engineer
Julia Rowe	Engineer I / Engineer
Emma Long	Engineer Technician
Joanna Weaver	Environmental Manager
Brette Berube	Environmental Scientist

EXHIBIT C
HOURLY RATES

Job Classification	Hourly Rate
Contract Manager /Engineer V	$313.24
Project Manager	$246.22
Engineer IV / Discipline Lead	$188.58
Engineer III / Project Engineer	$170.75
Engineer II / Associate Engineer	$137.49
Engineer I / Engineer	$115.52
Engineer Technician	$100.22
Environmental Manager	$193.43
Environmental Scientist	$124.63
Administrative Professional	$99.00

AGREEMENT FOR
ENGINEERING CONTINUING SERVICES - STORMWATER

THIS AGREEMENT (the "Agreement") is made and entered into as of the date of execution by both parties, by and between the **City of Bradenton**, a political subdivision of the State of Florida (the "City"), and **Taylor Engineering, Inc.**, a Florida corporation (the "Consultant").

WITNESSETH

WHEREAS, the City required a consultant to provide Engineering Continuing Services for Stormwater; and

WHEREAS, the City issued Request for Qualifications (RFQ) 26-013MK on December 9, 2025 (the "Solicitation"); and

WHEREAS, the City evaluated the proposals in accordance with §287.055, F.S.; and

WHEREAS, the Consultant has reviewed the services required pursuant to this Agreement and is qualified, willing, and able to provide and perform all such services in accordance with its terms; and

WHEREAS, the parties desire to enter into a contract setting forth the terms and conditions of their agreement.

NOW, THEREFORE, the City and the Consultant, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, do agree as follows:

I. AGREEMENT DOCUMENTS AND SCOPE OF CONSULTANT'S SERVICES

The Scope of Services, Key Personnel, and Hourly Rates are attached hereto, and the Solicitation (including all attachments thereto), and Consultant's Proposal are made part hereof by this reference, and the terms and provisions contained therein shall be incorporated into this Agreement as if fully stated herein (the documents attached hereto, this Agreement, and any Work Assignment(s) hereinafter issued pursuant to this Agreement shall be collectively referred to herein as the "Agreement Documents"). To the extent there is conflict among the terms and provisions of the Agreement Documents, the order of precedence shall be the order in which the Agreement Documents are listed below:

1. Contract and any addenda;
2. Work Assignment(s);
3. Scope of Services;
4. Key Personnel;
5. Hourly Rates;
6. Purchase Order(s);
7. Solicitation; and
8. Consultant's Proposal.

The Consultant agrees to diligently provide all materials, services, and labor for Engineering Continuing Services for Stormwater in accordance with the Scope of Services, attached as Exhibit A incorporated herein (the "Services").

II. TERM

This Agreement shall commence immediately upon execution by both the City and the Consultant and shall continue for an initial period of three (3) years. The Agreement may be renewed for up to two (2) additional one-year periods by written Agreement of both parties.

III. WORK ASSIGNMENTS

A. Consultant shall be engaged to perform specific work through the issuance of a negotiated work assignment ("Work Assignment").

B. Consultant acknowledges that the City has entered into multiple agreements with various firms (collectively with Consultant, the "Firms") for the Services and Work Assignments shall be issued on a rotational basis.

1. Work Assignments shall be issued in accordance with §287.055(2)(g). F.S
2. For each services category identified in the Scope of Services (the "Service Categories"), Purchasing will place the Firms in the City's professional services library in the order they are ranked, with the highest scoring Firm placed in the first position in the rotation.
3. As each Work Assignment is identified, the next Firm in the rotation will be offered the opportunity to negotiate that Work Assignment with the City's Administrative Agent.
4. Should a Firm decline a Work Assignment, fail to respond, or be unable to reach a satisfactory fee negotiation with the City within a reasonable time frame, the City will contact the next Firm on the list until the Work Assignment is successfully negotiated.
    i. Firms will have the option of rejecting one (1) Work Assignment within each Service Category within a twelve-month period without penalty. A second Work Assignment rejection within a Service Category during any twelve-month period will cause the Firm to be skipped in the rotation for the subsequent Work Assignment within the Service Category. A Firm who rejects three (3) Work Assignments (or is unable to satisfactorily negotiate three (3) Work Assignments) in any twelve-month period will be removed from the Service Category.
    ii. Firms wishing to reject a Work Assignment for any reason must provide a rejection notification document in form and substance satisfactory to the City. A copy of this form must be provided to Purchasing by the City's Administrative Agent.
5. After notification by the City, the Consultant and City shall negotiate a scope of work, time schedule, and budget for performance of the work. When the scope of work, time schedule and budget are mutually agreeable, the Work Assignment shall be executed by the parties.

C. Consultant will identify and provide qualifications of sub-consultants during the Work Assignment negotiations. The City reserves the right to review and approve all sub-consultants identified in the Work Assignment prior to execution of the Work Assignment.

D. Amendments to Work Assignments shall reference original Work Assignment scope and all items as detailed in section III.B.5 to which they relate. No amendment to a Work Assignment is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

E. If the City's Administrative Agent requires the Consultant to perform additional services related to a Work Assignment, then the Consultant shall be entitled to additional compensation based on the Fee Schedule, as amended, to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Agreement by written amendment. The City shall not pay for any additional services or work performed prior to the execution of a written amendment to the Work Assignment.

F. Notwithstanding the preceding, in the event additional services or work are required as a result of error, omission, or negligence of the Consultant, the Consultant shall not be entitled to additional compensation for such additional services or work.

G. Notwithstanding the foregoing, the City reserves the right, in its sole discretion, to disregard the rotation in any Service Category and select ("direct select") a specific firm to perform the required services.

IV. TERMINATION OF WORK ASSIGNMENTS

The City shall have the right at any time to terminate a Work Assignment. In that event, the Consultant shall cease work and shall deliver to the City all documents (including reports, designs, specifications, and all other data) prepared or obtained by the Consultant in connection with the Work Assignment. The City shall, upon receipt of the aforesaid documents, pay to the Consultant and the Consultant shall accept as full payment for its services, a sum of money equal to (1) the fee for each completed and accepted task as shown in the Work Assignment, plus (2) the fee for the percentage of the work completed in any authorized but completed task, less (3) all previous payments made for the same task.

V. COMPENSATION AND PAYMENT OF CONSULTANT'S SERVICE

A. Each Work Assignment shall include all profit, direct and indirect labor costs, personnel related costs, overhead and administrative costs, travel related out-of-pocket expenses and costs, and all other costs which are necessary to provide the services as outlined in this Agreement. Mark-up for subcontracted services shall not exceed 10% of actual cost.

B. The maximum compensation for each Work Assignment shall be determined individually by the City as the need for a Work Assignment arises.

C. Consultant acknowledges and agrees that no minimum amount of work is guaranteed under this Agreement and City may elect not to issue any Work Assignments. If a Work Assignment is issued, the City reserves the right to amend, reduce or terminate the Work Assignment in its sole discretion.

D. Consultant represents and warrants that wage rates and other factual unit costs supporting the compensation relative to this Agreement shall be accurate, complete, and current at the time of entering into this Agreement. The amounts set forth in the Agreement will be adjusted to exclude any significant sums by which the Contract Price was increased where the City

determines such increase is due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such adjustments must be made within one year following completion of the Agreement.

E. The City's performance and obligations to pay under this Agreement is contingent up on an appropriation of lawfully available funds by the City Council. The City shall promptly notify the Consultant if the necessary appropriation is not made.

VI. METHOD OF PAYMENT

A. The City shall pay the Consultant in accordance with the Local Government Prompt Payment Act set forth in §218.70, et seq. F.S., upon receipt of the Consultant's invoice and written approval of same by the City's Administrative Agent indicating that the Services have been rendered in conformity with this Agreement.

B. The Consultant shall submit invoices for payment to the address indicated on the Work Assignment for the Services completed. The invoices shall set forth the charges for the completed Services in accordance with Exhibit B Fee Schedule attached hereto and incorporated herein.

C. The Consultant's invoices shall be in a form satisfactory to the City. The Consultant is responsible for providing all necessary documentation that may be required by the City.

VII. LIABILITY OF CONSULTANT

A. The Consultant shall indemnify and hold harmless the agency, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract.

B. This section shall survive the termination or expiration of this Agreement.

VIII. CONSULTANT'S INSURANCE

Consultant shall procure and maintain insurance as specified in the Solicitation.

IX. RESPONSIBILITIES OF THE CONSULTANT

A. Consultant acknowledges that it is familiar with the requirements of the Agreement Documents, and that it will perform the Services as required.

B. The Consultant agrees to respond to communication from the City within three (3) working days unless a shorter response time is specified by the City.

C. The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all reports, designs, specifications, other documents and data used or produced by or at the behest of the Consultant under this Agreement. The Consultant shall, without additional compensation, correct or revise any errors or deficiencies in its reports, designs, specifications, other documents and data.

D. The Consultant warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Consultant) to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.

E. Consultant agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a Consultant's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Agreement in accordance with the provisions contained herein.

F. The Consultant shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

G. The Consultant shall maintain books, records, documents, and other evidence directly pertaining to or connected with the Services under this Agreement which shall be available and accessible at the Consultant's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives. Such records shall be retained for a minimum of five (5) fiscal years (From October to September) after completion of the Services.

H. The Consultant shall notify the City's Administrative Agent at least one (1) day in advance of any meeting between the Consultant and any City Council Member, regulatory agency or private citizen relating to this Agreement.

I. The Consultant is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. The Consultant is not an employee, agent or servant of the City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Consultant sole direction, supervision and control. The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all aspects the Consultant's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees of the City. Consultant shall be solely responsible for providing benefits and insurance to its employees.

J. The Consultant understands and acknowledges that pursuant to Ch. 934, F.S., Security of Communications; Surveillance, the City DOES NOT CONSENT to the interception and/or disclosure of its oral, wire, or electronic communications. Accordingly, the Consultant warrants it will not utilize nor deploy any electronic, mechanical, or other device (including bots, Artificial Intelligence, or similar software) to record, transcribe, or monitor any such communication during any non-public, in-person or virtual meetings between itself and the City. Consultant activities contrary to this warranty may constitute a felony under Ch. 934, implicate Ch. 119, F.S., Public Records, and/or constitute a material breach of this section and/or other section(s) of this Agreement (e.g. Records Retention, Audits, Ethics, Compliance, and Civility). Only duly authorized City personnel may grant an exception to this prohibition on a case-by-case basis.

X. OWNERSHIP, USE AND FORMATTING OF WORK PRODUCTS

A. It is understood and agreed that the work products, including reports, designs, specifications, other documents and data developed by the Consultant in connection with the Services shall be delivered to, and shall become the property of the City upon acceptance by the City. The Consultant hereby assigns all its copyright and other proprietary interests in the products of this Agreement to the City. Specific written authority is required from the City's Administrative Agent for the Consultant to use any of the work products of this Agreement on any non-City project.

B. Notwithstanding the above, any reuse of the work products by the City on other projects will be at the risk of the City.

C. The City records all land related changes and/or activities in a Geographic Information System (GIS), the applicable version of which shall be stated in the scope. Therefore, all GIS or Computer Aided Drafting (CAD) formatted data created or modified in support of a project will be provided to the City as a project deliverable for inclusion into the City's GIS, at no additional cost. GIS data files submitted in support of a project must adhere to City GIS standards, and CAD drawings submitted must adhere to City CAD standards.

D. Computer systems and databases used for providing the documents necessary to this Agreement shall be compatible with existing City systems. City PCs run the latest version of the Windows operating system and Windows-based compatible software. Additional detail regarding City technology and system may be obtained by contacting the City's Information Technology Department.

XI. FORCE MAJEURE; PERFORMANCE OF CONSULTANT'S PERSONNEL

A. Time is of the essence in the performance of this Agreement. The Consultant specifically agrees that all work performed under the terms and conditions of this Agreement shall be completed within the time limits as set forth herein, or as otherwise identified in the Agreement Documents or as specified by the City's Administrative Agent, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

B. The Consultant shall ensure that all key personnel, support personnel, and other agents as identified in Exhibit B are fully qualified and capable to perform their assigned tasks. Any changes or substitution to the Consultant's key personnel must receive the City's Administrative Agent's written approval before said changes or substitution can become effective.

XII. OBLIGATIONS OF THE CITY

A. The City's Administrative Agent is designated to do all things necessary to properly administer the terms and conditions of this Agreement, including, but not limited to:

1. Review of all Consultant payment requests for approval or rejection; and
2. Periodic reviews of the work of the Consultant as necessary for the completion of the

Consultant's services during the period of this Agreement.

B. The City shall not provide any services to the Consultant in connection with any claim brought on behalf of or against the Consultant.

XIII. TERMINATION

A. The City shall have the right at any time upon thirty (30) calendar days' written notice to the Consultant to terminate the Services of the Consultant for convenience. In the event of termination pursuant to this paragraph, the City shall pay to the Consultant and the Consultant shall accept as full payment for its Services, a sum of money equal to the work completed in any commenced but incomplete Services.

B. Any failure of the Consultant to satisfy the requirements of this Agreement, as documented by the Administrative Agent, shall be considered a default of the Agreement and sufficient reason for termination.

1. For defaults that are curable (as determined solely by the City), the Consultant shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification.

2. For defaults that are not curable (as determined solely by the City), notice of the termination date shall be given as deemed appropriate by the City.

C. In the event the City's termination of this Agreement for default is in any way deficient, at the option of the City such termination may be deemed to be a termination for convenience pursuant to Section XII.A. above.

D. The parties may mutually agree to terminate this Agreement. Such termination shall be evidenced by a notice issued by the City. In the event of termination pursuant to this paragraph, the City shall pay to the Consultant and the Consultant shall accept as full payment for its Services, a sum of money equal to the work completed in any commenced but incomplete Services.

E. In the event that the Consultant has abandoned performance under this Agreement, then the City may terminate this Agreement upon three (3) calendar days' written notice to the Consultant indicating its intention to do so. Payment for work performed prior to the Consultant's abandonment shall be as stated in paragraph XII.D. above. Consultant shall have one hundred and eighty (180) days from the effective date of such termination to submit invoices. Invoices submitted more than one hundred and eighty (180) days after the effective date of such termination may not be accepted for payment.

F. The Consultant shall have the right to terminate Services only in the event of the City failing to pay the Consultant's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Administrative Agent.

G. The City reserves the right to terminate and cancel this Agreement in the event the Consultant shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors.

H. After consultation with and written notice to the Consultant providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to:

1. The quality of a portion, or all, of the Consultant's work not performed in accordance with the requirements of this Agreement;
2. The quantity of the Consultant's work not delivered or performed as represented in the Consultant's Payment Request, or otherwise;
3. Claims made, or likely to be made, against the City or its property;
4. Damages to the City or a third party caused by the Consultant;
5. The Consultant's failure or refusal to perform any obligation under this Agreement.

XIV. STOP WORK ORDER

A. The City's Administrative Agent, may at any time, by written order to the Consultant, require the Consultant to stop all or any part of the work called for by this Agreement. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Consultant. Upon receipt of such as order, the Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Consultant shall not resume work unless specifically so directed in writing by the City. Before the stop work order expires unless it is extended, the Administrative Agent shall take one of the following actions:

   1. Cancel the stop work order; or
   2. Terminate the work covered by the order; or
   3. Terminate this Agreement in accordance with the provisions contained in Section XII.A.

B. In the event the City elects not to direct the Consultant to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XII.A. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the City does not direct the Consultant to resume work within ninety (90) days, the Consultant may terminate this Agreement.

XV. DISPUTE RESOLUTION

A. To the extent Chapter 558, F.S. is applicable, the parties expressly opt out of the requirements of Chapter 558, F.S., within the meaning of §558.005(1), F.S.

B. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Manatee County, Florida, with the parties sharing equally in the cost of such mediation.

C. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.

D. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Manatee County, Florida, or where proper subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and

venue of such courts, including any objection based on forum non conveniens.

E. The parties hereby waive all rights to trial by jury for any litigation concerning this Agreement.

F. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.

G. Unless otherwise agreed in writing, the Consultant shall be required to continue its service and all other obligations under this Agreement during the pendency of any claim or dispute including, but not limited to, the actual period of mediation or judicial proceeding.

XVI. PUBLIC RECORDS

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

City of Bradenton
City Clerk
101 Old Main Street
Bradenton, FL 34205

Phone: 941-932-9400
Email: Cityclerk@Cityofbradenton.com

XVII. MISCELLANEOUS

A. The Agreement Documents constitute the sole and complete understanding between the parties and supersede all other Agreements between them, whether oral or written with respect to the subject matter. No amendment, change order or addendum to the Agreement Documents is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

B. The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.

C. The parties hereto do not intend, nor shall this Agreement be construed, to grant any rights, privileges, or interest to any third party.

D. If the Consultant is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

E. The Consultant shall not assign or transfer any rights, interests, or obligations under this Agreement (whether by novation or otherwise) without the prior written consent of the City, except that claims for the money due or to become due to the Consultant from the City under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the City. Written notice of any such transfer or assignment due to bankruptcy shall be promptly given to the City.

F. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

G. The failure of any party hereto to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of such party's rights or deprive such party

of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

H. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be unaffected thereby and shall remain valid and enforceable as to each party.

I. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

J. Neither the City's review, approval or acceptance of, nor payment for, the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement.

K. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies available at law or in equity.

L. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

M. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the address below:

Consultant's Representative:		City's Administrative Agent:	
Name:	Elton Smith	Name:	Kim Clayback
Title:	Project Manager	Title:	Engineering Manager
Address:	14499 N. Dale Mabry Hwy. Suite 290	Address:	888 13th Ave E
	Tampa, FL 33618		Bradenton, FL 34208
Telephone:	813-963-6469	Telephone:	941-708-6304
E-Mail:	esmith@taylorengineering.com	E-Mail:	Kim.Clayback@bradentonFL.gov

With a copy to: Blalock Walters, P.A.
Attn: Scott E. Rudacille, Esq.
802 11th Street West
Bradenton, Florida 34205
srudacille@blalockwalters.com

N. Any change in the City's Administrative Agent or the Consultant's Representative will be promptly communicated in writing by the party making the change.

O. Paragraph headings are for convenience of the parties and for reference purposes only and shall be given no legal effect.

P. The Solicitation and all attachments and addenda thereto are hereby incorporated in the

Agreement by this reference.

Consultant and City acknowledge having read and understood this Agreement and hereby agree to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the date last written below.

TAYLOR ENGINEERING, INC.

By: Christopher G Moss

Digitally signed by Christopher G Moss
DN: cn=Christopher G Moss, c=US, o=TAYLOR ENGINEERING INC, email=cmoss@taylorengineering.com
Date: 2026.03.25 15:33:17 -04'00'

Print Name: Christopher Moss, PE
(Title of Authorized Representative)

Date: March 3, 2026

Title: VP Water Resources

CITY OF BRADENTON

By: _____
GENE BROWN
Mayor

Date: _____

ATTEST:

By: _____
TAMARA MELTON
City Clerk

Approved as to form:

By: _____
SCOTT E. RUDACILLE
City Attorney

EXHIBIT A
SCOPE OF SERVICES

1. Overview

The Consultant shall provide professional engineering services for projects within the utility work program consisting of studies, design, permitting, and certification for all types of stormwater engineering services.

2. Assignment of Work

1. Project sizes may vary, and tasks will be assigned based on individually negotiated work assignments.
2. Consultant shall perform all the services specified in accordance with generally accepted professional standards. Consultant shall perform all services expeditiously with professional skill, care, and orderly progress of work.
3. At least one (1) key personnel shall hold and maintain the state license(s) necessary to perform the requested work
4. All work shall conform to and comply with applicable codes, laws, ordinances, regulations and restrictions.

3. Scope of Services

This category of work includes professional engineering design services associated with Public Works Utilities. The work may include, but is not limited to pre-design services, design services, and Services During Construction (SDC) which shall include field and/or office administration tasks.
Consultant may be requested to provide engineering services for stormwater as indicated below.

A. Stormwater application services to support the City's stormwater program shall include:
    1. Technical and engineering studies
    2. Cost estimated and analysis
    3. Geographic Information (GIS) services
        a. Data Collection
        b. Application development
        c. Mapping
        d. Operational support
    4. Permitting
    5. Field Studies
    6. Stormwater system inspection and evaluation
    7. Land surveying
    8. Engineering design
    9. Stormwater modeling, planning and design
    10. Regulatory agency and utilities coordination

B. Stormwater and related environmental and scientific work shall include:
    1. Floodplain protection
        a. Watershed Modeling, Evaluation, and Planning
        b. Hydraulic and hydrologic modeling using tools such as Interconnected Pond Routing (ICPR) for Level of Service analysis
        c. Development review assistance
        d. Watershed management planning, updates and maintenance related to floodplain protection
        e. Federal Emergency Management Agency (FEMA) updates and coordination.

f. Community Rating System (CRS)

2. Water quality
    a. Pollutant load modeling
    b. Watershed planning and sediment management plan related to water quality
    c. Low Impact Development
    d. MS4 Assistance
    e. Feasibility studies
    f. Best management practice analysis
    g. Regulatory support for permitting including meetings, application, and responding to requests for additional information.

3. Stormwater infrastructure repair, rehabilitation and replacement
    a. Application of trenchless technologies
    b. Erosion control and bank stabilization
    c. Drainage operations and maintenance
    d. Infrastructure condition and needs assessments
    e. Engineering design

C. Additional services may include, but not limited to:
    1. Public outreach
    2. Value Engineering
    3. Constructability review
    4. Construction management
    5. Construction Engineering and Inspection (CEI)
    6. Financial/fiscal studies
    7. Quality assurance/quality control (QA/QC) related tasks
    8. Coordination with other disciplines
    9. Preparation of estimated quantities, costs and bid documents.
    10. Attend project management and public meetings
    11. Assists with Southwest Florida Water Management District (SWFWMD) and other grant/loan funding.

EXHIBIT B
KEY PERSONNEL

Staff Name	Job Title
James Marino	President
Elton Smith	Project Manager
Micheal DelCharco	Coastal Strategies Service Group Lead
Michael Kabiling	Senior QA/QC
Christopher Moss	Floodplain Protection Lead/Water Resources Service Group Lead
Christopher Ellis	Environmental Permitting Lead
Jonathan Brumfield	Associate Vice President of Waterfront Engineering
Austin Cannon	Environmental Scientist
Joseph Wilder	Water Resources Engineer
Tayyab Mehmood	Water Resource Engineer
Kayla Shirley	Water Resources Engineer
Gerald Lawson	Director of Geospatial Science
Adam Lucey	Dredging & Navigation Engineer
James Wu	GIS Analyst
Sandra McLaren	Administration Coordinator

EXHIBIT C
HOURLY RATES

Job Classification	Hourly Rate
President	400.00
Principal	293.00
Senior Advisor	268.00
Program Manager	256.00
Senior Professional	220.00
Project Professional	183.00
Staff Professional	137.00
Sr CAD/GIS	200.00
Project CAD/GIS	140.00
Staff CAD/GIS	93.00
Professional Survey Lead	150.00
Geomatics Technician	118.00
Administrator/Document Prep	83.00
Intern	67.00

AGREEMENT FOR
ENGINEERING CONTINUING SERVICES - STORMWATER

THIS AGREEMENT (the "Agreement") is made and entered into as of the date of execution by both parties, by and between the **City of Bradenton**, a political subdivision of the State of Florida (the "City"), and **WSP USA Inc.**, a New York corporation authorized to do business in Florida (the "Consultant").

WITNESSETH

WHEREAS, the City required a consultant to provide Engineering Continuing Services for Stormwater; and

WHEREAS, the City issued Request for Qualifications (RFQ) 26-013MK on December 9, 2025 (the "Solicitation"); and

WHEREAS, the City evaluated the proposals in accordance with §287.055, F.S.; and

WHEREAS, the Consultant has reviewed the services required pursuant to this Agreement and is qualified, willing, and able to provide and perform all such services in accordance with its terms; and

WHEREAS, the parties desire to enter into a contract setting forth the terms and conditions of their agreement.

NOW, THEREFORE, the City and the Consultant, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, do agree as follows:

I. AGREEMENT DOCUMENTS AND SCOPE OF CONSULTANT'S SERVICES

The Scope of Services, Key Personnel, and Hourly Rates are attached hereto, and the Solicitation (including all attachments thereto), and Consultant's Proposal are made part hereof by this reference, and the terms and provisions contained therein shall be incorporated into this Agreement as if fully stated herein (the documents attached hereto, this Agreement, and any Work Assignment(s) hereinafter issued pursuant to this Agreement shall be collectively referred to herein as the "Agreement Documents"). To the extent there is conflict among the terms and provisions of the Agreement Documents, the order of precedence shall be the order in which the Agreement Documents are listed below:

1. Contract and any addenda;
2. Work Assignment(s);
3. Scope of Services;
4. Key Personnel;
5. Hourly Rates;
6. Purchase Order(s);
7. Solicitation; and
8. Consultant's Proposal.

The Consultant agrees to diligently provide all materials, services, and labor for Engineering Continuing Services for Stormwater in accordance with the Scope of Services, attached as Exhibit A incorporated herein (the "Services").

II. TERM

This Agreement shall commence immediately upon execution by both the City and the Consultant and shall continue for an initial period of three (3) years. The Agreement may be renewed for up to two (2) additional one-year periods by written Agreement of both parties.

III. WORK ASSIGNMENTS

A. Consultant shall be engaged to perform specific work through the issuance of a negotiated work assignment ("Work Assignment").

B. Consultant acknowledges that the City has entered into multiple agreements with various firms (collectively with Consultant, the "Firms") for the Services and Work Assignments shall be issued on a rotational basis.

1. Work Assignments shall be issued in accordance with §287.055(2)(g). F.S
2. For each services category identified in the Scope of Services (the "Service Categories"), Purchasing will place the Firms in the City's professional services library in the order they are ranked, with the highest scoring Firm placed in the first position in the rotation.
3. As each Work Assignment is identified, the next Firm in the rotation will be offered the opportunity to negotiate that Work Assignment with the City's Administrative Agent.
4. Should a Firm decline a Work Assignment, fail to respond, or be unable to reach a satisfactory fee negotiation with the City within a reasonable time frame, the City will contact the next Firm on the list until the Work Assignment is successfully negotiated.
    i. Firms will have the option of rejecting one (1) Work Assignment within each Service Category within a twelve-month period without penalty. A second Work Assignment rejection within a Service Category during any twelve-month period will cause the Firm to be skipped in the rotation for the subsequent Work Assignment within the Service Category. A Firm who rejects three (3) Work Assignments (or is unable to satisfactorily negotiate three (3) Work Assignments) in any twelve-month period will be removed from the Service Category.
    ii. Firms wishing to reject a Work Assignment for any reason must provide a rejection notification document in form and substance satisfactory to the City. A copy of this form must be provided to Purchasing by the City's Administrative Agent.
5. After notification by the City, the Consultant and City shall negotiate a scope of work, time schedule, and budget for performance of the work. When the scope of work, time schedule and budget are mutually agreeable, the Work Assignment shall be executed by the parties.

C. Consultant will identify and provide qualifications of sub-consultants during the Work Assignment negotiations. The City reserves the right to review and approve all sub-consultants identified in the Work Assignment prior to execution of the Work Assignment.

D. Amendments to Work Assignments shall reference original Work Assignment scope and all items as detailed in section III.B.5 to which they relate. No amendment to a Work Assignment is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

E. If the City's Administrative Agent requires the Consultant to perform additional services related to a Work Assignment, then the Consultant shall be entitled to additional compensation based on the Fee Schedule, as amended, to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Agreement by written amendment. The City shall not pay for any additional services or work performed prior to the execution of a written amendment to the Work Assignment.

F. Notwithstanding the preceding, in the event additional services or work are required as a result of error, omission, or negligence of the Consultant, the Consultant shall not be entitled to additional compensation for such additional services or work.

G. Notwithstanding the foregoing, the City reserves the right, in its sole discretion, to disregard the rotation in any Service Category and select ("direct select") a specific firm to perform the required services.

IV. TERMINATION OF WORK ASSIGNMENTS

The City shall have the right at any time to terminate a Work Assignment. In that event, the Consultant shall cease work and shall deliver to the City all documents (including reports, designs, specifications, and all other data) prepared or obtained by the Consultant in connection with the Work Assignment. The City shall, upon receipt of the aforesaid documents, pay to the Consultant and the Consultant shall accept as full payment for its services, a sum of money equal to (1) the fee for each completed and accepted task as shown in the Work Assignment, plus (2) the fee for the percentage of the work completed in any authorized but completed task, less (3) all previous payments made for the same task.

V. COMPENSATION AND PAYMENT OF CONSULTANT'S SERVICE

A. Each Work Assignment shall include all profit, direct and indirect labor costs, personnel related costs, overhead and administrative costs, travel related out-of-pocket expenses and costs, and all other costs which are necessary to provide the services as outlined in this Agreement. Mark-up for subcontracted services shall not exceed 10% of actual cost.

B. The maximum compensation for each Work Assignment shall be determined individually by the City as the need for a Work Assignment arises.

C. Consultant acknowledges and agrees that no minimum amount of work is guaranteed under this Agreement and City may elect not to issue any Work Assignments. If a Work Assignment is issued, the City reserves the right to amend, reduce or terminate the Work Assignment in its sole discretion.

D. Consultant represents and warrants that wage rates and other factual unit costs supporting the compensation relative to this Agreement shall be accurate, complete, and current at the time of entering into this Agreement. The amounts set forth in the Agreement will be adjusted to exclude any significant sums by which the Contract Price was increased where the City

determines such increase is due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such adjustments must be made within one year following completion of the Agreement.

E. The City's performance and obligations to pay under this Agreement is contingent up on an appropriation of lawfully available funds by the City Council. The City shall promptly notify the Consultant if the necessary appropriation is not made.

VI. METHOD OF PAYMENT

A. The City shall pay the Consultant in accordance with the Local Government Prompt Payment Act set forth in §218.70, et seq. F.S., upon receipt of the Consultant's invoice and written approval of same by the City's Administrative Agent indicating that the Services have been rendered in conformity with this Agreement.

B. The Consultant shall submit invoices for payment to the address indicated on the Work Assignment for the Services completed. The invoices shall set forth the charges for the completed Services in accordance with Exhibit B Fee Schedule attached hereto and incorporated herein.

C. The Consultant's invoices shall be in a form satisfactory to the City. The Consultant is responsible for providing all necessary documentation that may be required by the City.

VII. LIABILITY OF CONSULTANT

A. The Consultant shall indemnify and hold harmless the agency, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract.

B. This section shall survive the termination or expiration of this Agreement.

VIII. CONSULTANT'S INSURANCE

Consultant shall procure and maintain insurance as specified in the Solicitation.

IX. RESPONSIBILITIES OF THE CONSULTANT

A. Consultant acknowledges that it is familiar with the requirements of the Agreement Documents, and that it will perform the Services as required.

B. The Consultant agrees to respond to communication from the City within three (3) working days unless a shorter response time is specified by the City.

C. The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all reports, designs, specifications, other documents and data used or produced by or at the behest of the Consultant under this Agreement. The Consultant shall, without additional compensation, correct or revise any errors or deficiencies in its reports, designs, specifications, other documents and data.

D. The Consultant warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Consultant) to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.

E. Consultant agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a Consultant's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Agreement in accordance with the provisions contained herein.

F. The Consultant shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

G. The Consultant shall maintain books, records, documents, and other evidence directly pertaining to or connected with the Services under this Agreement which shall be available and accessible at the Consultant's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives. Such records shall be retained for a minimum of five (5) fiscal years (From October to September) after completion of the Services.

H. The Consultant shall notify the City's Administrative Agent at least one (1) day in advance of any meeting between the Consultant and any City Council Member, regulatory agency or private citizen relating to this Agreement.

I. The Consultant is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. The Consultant is not an employee, agent or servant of the City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Consultant sole direction, supervision and control. The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all aspects the Consultant's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees of the City. Consultant shall be solely responsible for providing benefits and insurance to its employees.

J. The Consultant understands and acknowledges that pursuant to Ch. 934, F.S., Security of Communications; Surveillance, the City DOES NOT CONSENT to the interception and/or disclosure of its oral, wire, or electronic communications. Accordingly, the Consultant warrants it will not utilize nor deploy any electronic, mechanical, or other device (including bots, Artificial Intelligence, or similar software) to record, transcribe, or monitor any such communication during any non-public, in-person or virtual meetings between itself and the City. Consultant activities contrary to this warranty may constitute a felony under Ch. 934, implicate Ch. 119, F.S., Public Records, and/or constitute a material breach of this section and/or other section(s) of this Agreement (e.g. Records Retention, Audits, Ethics, Compliance, and Civility). Only duly authorized City personnel may grant an exception to this prohibition on a case-by-case basis.

X. OWNERSHIP, USE AND FORMATTING OF WORK PRODUCTS

A. It is understood and agreed that the work products, including reports, designs, specifications, other documents and data developed by the Consultant in connection with the Services shall be delivered to, and shall become the property of the City upon acceptance by the City. The Consultant hereby assigns all its copyright and other proprietary interests in the products of this Agreement to the City. Specific written authority is required from the City's Administrative Agent for the Consultant to use any of the work products of this Agreement on any non-City project.

B. Notwithstanding the above, any reuse of the work products by the City on other projects will be at the risk of the City.

C. The City records all land related changes and/or activities in a Geographic Information System (GIS), the applicable version of which shall be stated in the scope. Therefore, all GIS or Computer Aided Drafting (CAD) formatted data created or modified in support of a project will be provided to the City as a project deliverable for inclusion into the City's GIS, at no additional cost. GIS data files submitted in support of a project must adhere to City GIS standards, and CAD drawings submitted must adhere to City CAD standards.

D. Computer systems and databases used for providing the documents necessary to this Agreement shall be compatible with existing City systems. City PCs run the latest version of the Windows operating system and Windows-based compatible software. Additional detail regarding City technology and system may be obtained by contacting the City's Information Technology Department.

XI. FORCE MAJEURE; PERFORMANCE OF CONSULTANT'S PERSONNEL

A. Time is of the essence in the performance of this Agreement. The Consultant specifically agrees that all work performed under the terms and conditions of this Agreement shall be completed within the time limits as set forth herein, or as otherwise identified in the Agreement Documents or as specified by the City's Administrative Agent, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

B. The Consultant shall ensure that all key personnel, support personnel, and other agents as identified in Exhibit B are fully qualified and capable to perform their assigned tasks. Any changes or substitution to the Consultant's key personnel must receive the City's Administrative Agent's written approval before said changes or substitution can become effective.

XII. OBLIGATIONS OF THE CITY

A. The City's Administrative Agent is designated to do all things necessary to properly administer the terms and conditions of this Agreement, including, but not limited to:

1. Review of all Consultant payment requests for approval or rejection; and
2. Periodic reviews of the work of the Consultant as necessary for the completion of the

Consultant's services during the period of this Agreement.

B. The City shall not provide any services to the Consultant in connection with any claim brought on behalf of or against the Consultant.

XIII. TERMINATION

A. The City shall have the right at any time upon thirty (30) calendar days' written notice to the Consultant to terminate the Services of the Consultant for convenience. In the event of termination pursuant to this paragraph, the City shall pay to the Consultant and the Consultant shall accept as full payment for its Services, a sum of money equal to the work completed in any commenced but incomplete Services.

B. Any failure of the Consultant to satisfy the requirements of this Agreement, as documented by the Administrative Agent, shall be considered a default of the Agreement and sufficient reason for termination.

1. For defaults that are curable (as determined solely by the City), the Consultant shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification.

2. For defaults that are not curable (as determined solely by the City), notice of the termination date shall be given as deemed appropriate by the City.

C. In the event the City's termination of this Agreement for default is in any way deficient, at the option of the City such termination may be deemed to be a termination for convenience pursuant to Section XII.A. above.

D. The parties may mutually agree to terminate this Agreement. Such termination shall be evidenced by a notice issued by the City. In the event of termination pursuant to this paragraph, the City shall pay to the Consultant and the Consultant shall accept as full payment for its Services, a sum of money equal to the work completed in any commenced but incomplete Services.

E. In the event that the Consultant has abandoned performance under this Agreement, then the City may terminate this Agreement upon three (3) calendar days' written notice to the Consultant indicating its intention to do so. Payment for work performed prior to the Consultant's abandonment shall be as stated in paragraph XII.D. above. Consultant shall have one hundred and eighty (180) days from the effective date of such termination to submit invoices. Invoices submitted more than one hundred and eighty (180) days after the effective date of such termination may not be accepted for payment.

F. The Consultant shall have the right to terminate Services only in the event of the City failing to pay the Consultant's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Administrative Agent.

G. The City reserves the right to terminate and cancel this Agreement in the event the Consultant shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors.

H. After consultation with and written notice to the Consultant providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to:

1. The quality of a portion, or all, of the Consultant's work not performed in accordance with the requirements of this Agreement;
2. The quantity of the Consultant's work not delivered or performed as represented in the Consultant's Payment Request, or otherwise;
3. Claims made, or likely to be made, against the City or its property;
4. Damages to the City or a third party caused by the Consultant;
5. The Consultant's failure or refusal to perform any obligation under this Agreement.

XIV. STOP WORK ORDER

A. The City's Administrative Agent, may at any time, by written order to the Consultant, require the Consultant to stop all or any part of the work called for by this Agreement. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Consultant. Upon receipt of such as order, the Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Consultant shall not resume work unless specifically so directed in writing by the City. Before the stop work order expires unless it is extended, the Administrative Agent shall take one of the following actions:

   1. Cancel the stop work order; or
   2. Terminate the work covered by the order; or
   3. Terminate this Agreement in accordance with the provisions contained in Section XII.A.

B. In the event the City elects not to direct the Consultant to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XII.A. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the City does not direct the Consultant to resume work within ninety (90) days, the Consultant may terminate this Agreement.

XV. DISPUTE RESOLUTION

A. To the extent Chapter 558, F.S. is applicable, the parties expressly opt out of the requirements of Chapter 558, F.S., within the meaning of §558.005(1), F.S.

B. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Manatee County, Florida, with the parties sharing equally in the cost of such mediation.

C. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.

D. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Manatee County, Florida, or where proper subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and

venue of such courts, including any objection based on forum non conveniens.

E. The parties hereby waive all rights to trial by jury for any litigation concerning this Agreement.

F. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.

G. Unless otherwise agreed in writing, the Consultant shall be required to continue its service and all other obligations under this Agreement during the pendency of any claim or dispute including, but not limited to, the actual period of mediation or judicial proceeding.

XVI. PUBLIC RECORDS

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

City of Bradenton
City Clerk
101 Old Main Street
Bradenton, FL 34205

Phone: 941-932-9400
Email: Cityclerk@Cityofbradenton.com

XVII. MISCELLANEOUS

A. The Agreement Documents constitute the sole and complete understanding between the parties and supersede all other Agreements between them, whether oral or written with respect to the subject matter. No amendment, change order or addendum to the Agreement Documents is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

B. The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.

C. The parties hereto do not intend, nor shall this Agreement be construed, to grant any rights, privileges, or interest to any third party.

D. If the Consultant is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

E. The Consultant shall not assign or transfer any rights, interests, or obligations under this Agreement (whether by novation or otherwise) without the prior written consent of the City, except that claims for the money due or to become due to the Consultant from the City under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the City. Written notice of any such transfer or assignment due to bankruptcy shall be promptly given to the City.

F. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

G. The failure of any party hereto to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of such party's rights or deprive such party

of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

H. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be unaffected thereby and shall remain valid and enforceable as to each party.

I. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

J. Neither the City's review, approval or acceptance of, nor payment for, the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement.

K. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies available at law or in equity.

L. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

M. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the address below:

Consultant's Representative:

Name:	Greg Corning, AVP
Title:	FL Civil Design Team Lead
Address:	5411 SkyCenter Drive, Suite 650
	Tampa, FL 33607
Telephone:	314-920-8359
E-Mail:	greg.corning@wsp.com

City's Administrative Agent:

Name:	Kim Clayback
Title:	Engineering Manager
Address:	888 13th Ave E
	Bradenton, FL 34208
Telephone:	941-708-6304
E-Mail:	Kim.Clayback@bradentonFL.gov

With a copy to: Blalock Walters, P.A.
Attn: Scott E. Rudacille, Esq.
802 11th Street West
Bradenton, Florida 34205
srudacille@blalockwalters.com

N. Any change in the City's Administrative Agent or the Consultant's Representative will be promptly communicated in writing by the party making the change.

O. Paragraph headings are for convenience of the parties and for reference purposes only and shall be given no legal effect.

P. The Solicitation and all attachments and addenda thereto are hereby incorporated in the Agreement by this reference.

AGREEMENT FOR
ENGINEERING CONTINUING SERVICES - STORMWATER

Consultant and City acknowledge having read and understood this Agreement and hereby agree to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the date last written below.

WSP USA INC.

By: _____

Print Name: Crissy Mehle
(Title of Authorized Representative)

Date: March 19, 2026

Title: Vice President, Local Business Lead

CITY OF BRADENTON

By: _____
GENE BROWN
Mayor

Date: _____

ATTEST:

By: _____
TAMARA MELTON
City Clerk

Approved as to form:

By: _____
SCOTT E. RUDACILLE
City Attorney

EXHIBIT A
SCOPE OF SERVICES

1. Overview

The Consultant shall provide professional engineering services for projects within the utility work program consisting of studies, design, permitting, and certification for all types of stormwater engineering services.

2. Assignment of Work

1. Project sizes may vary, and tasks will be assigned based on individually negotiated work assignments.
2. Consultant shall perform all the services specified in accordance with generally accepted professional standards. Consultant shall perform all services expeditiously with professional skill, care, and orderly progress of work.
3. At least one (1) key personnel shall hold and maintain the state license(s) necessary to perform the requested work
4. All work shall conform to and comply with applicable codes, laws, ordinances, regulations and restrictions.

3. Scope of Services

This category of work includes professional engineering design services associated with Public Works Utilities. The work may include, but is not limited to pre-design services, design services, and Services During Construction (SDC) which shall include field and/or office administration tasks.
Consultant may be requested to provide engineering services for stormwater as indicated below.

A. Stormwater application services to support the City's stormwater program shall include:
    1. Technical and engineering studies
    2. Cost estimated and analysis
    3. Geographic Information (GIS) services
        a. Data Collection
        b. Application development
        c. Mapping
        d. Operational support
    4. Permitting
    5. Field Studies
    6. Stormwater system inspection and evaluation
    7. Land surveying
    8. Engineering design
    9. Stormwater modeling, planning and design
    10. Regulatory agency and utilities coordination

B. Stormwater and related environmental and scientific work shall include:
    1. Floodplain protection
        a. Watershed Modeling, Evaluation, and Planning
        b. Hydraulic and hydrologic modeling using tools such as Interconnected Pond Routing (ICPR) for Level of Service analysis
        c. Development review assistance
        d. Watershed management planning, updates and maintenance related to floodplain protection
        e. Federal Emergency Management Agency (FEMA) updates and coordination.

f. Community Rating System (CRS)

2. Water quality
    a. Pollutant load modeling
    b. Watershed planning and sediment management plan related to water quality
    c. Low Impact Development
    d. MS4 Assistance
    e. Feasibility studies
    f. Best management practice analysis
    g. Regulatory support for permitting including meetings, application, and responding to requests for additional information.

3. Stormwater infrastructure repair, rehabilitation and replacement
    a. Application of trenchless technologies
    b. Erosion control and bank stabilization
    c. Drainage operations and maintenance
    d. Infrastructure condition and needs assessments
    e. Engineering design

C. Additional services may include, but not limited to:
1. Public outreach
2. Value Engineering
3. Constructability review
4. Construction management
5. Construction Engineering and Inspection (CEI)
6. Financial/fiscal studies
7. Quality assurance/quality control (QA/QC) related tasks
8. Coordination with other disciplines
9. Preparation of estimated quantities, costs and bid documents.
10. Attend project management and public meetings
11. Assists with Southwest Florida Water Management District (SWFWMD) and other grant/loan funding.

EXHIBIT B
KEY PERSONNEL

Staff Name	Job Title
Christine (Crissy) Mehle	Director, Engineer/Scientist
Greg Corning	Sr. Lead Consultant, Engineer/Scientist
Tim Kelly	Lead Consultant, Engineer/Scientist
Grant Gatson	Senior Consultant, Engineer/Scientist
Rimma Arapkina	Consultant, Engineer/Scientist
Fiona Tennyson	Consultant, Engineer/Scientist
Dustin Atwater	Senior Consultant, Engineer/Scientist
Jose Milian	Specialist, Technician
Alan Pixley	Specialist, Technician
Charles (Chip) Gardiner	Director, Engineer/Scientist
Brandon Gaston	Consultant, Engineer/Scientist
Max Ramos	Senior Consultant, Engineer/Scientist
Jeffrey Iudicello	Senior Consultant, Engineer/Scientist
Gary Qiu	Senior Consultant, Engineer/Scientist
Emilie Vanness	Consultant, Engineer/Scientist
Andrew Hood	Consultant, Engineer/Scientist
Stephen Hanks	Senior Consultant, Engineer/Scientist
Mohammad Siddik	Consultant, Engineer/Scientist
Brian Hathaway	Sr. Lead Consultant, Engineer/Scientist
Luis Ponce	Lead Consultant, Engineer/Scientist

EXHIBIT B
KEY PERSONNEL

WenbinZhao	Senior Consultant, Engineer/Scientist
Todd Boehmer	Lead Specialist, Technician
Timothy Howard	Senior Specialist, Technician
Rolando Luis	Specialist, Technician
Jim Hoy	Lead Specialist, Technician
Taylor Kroll	Lead Consultant, Engineer/Scientist
Shahbaz Mirza	Senior Consultant, Engineer/Scientist
Bryan Anderson	Lead Consultant, Engineer/Scientist
Wisler Pierre-Louis	Lead Consultant, Engineer/Scientist
Luis Soto	Sr. Lead Consultant, Engineer/Scientist
Catherine Hayes	Lead Consultant, Engineer/Scientist
Elizabeth Treadway	Sr. Lead Consultant, Engineer/Scientist
Tonya Morris	Senior Coordinator, Project Coordination
Soraya Gomez	Coordinator, Administrative Support
Tiffany Davies	Sr. Lead Consultant, Engineer/Scientist

EXHIBIT C
HOURLY RATES

Job Classification	Hourly Rate
Director, Engineer/Scientist	$321.00
Sr. Lead Consultant, Engineer/Scientist	$264.00
Lead Consultant, Engineer/Scientist	$236.00
Senior Consultant, Engineer/Scientist	$186.00
Consultant, Engineer/Scientist	$169.00
Specialist, Technician	$130.00
Senior Specialist, Technician	$152.00
Senior Director, Engineer/Scientist	$416.00
Lead Specialist, Technician	$216.00
Senior Coordinator, Project Coordination	$109.00
Coordinator, Administrative Support	$91.00
Assistant, Project Coordination	$71.00
Assistant, Technician	$75.00
Intern, Engineer/Scientist	$85.00
Coordinator, Technician	$97.00
Senior Coordinator, Project Coordination	$108.00
Assistant Consultant, Engineer/Scientist	$121.00
Associate Consultant, Engineer/Scientist	$126.00
Specialist, Administrative Support	$131.00
Manager, Business Support	$197.00
Senior Manager, Business Support	$253.00
Director, Business Support	$371.00

AGENDA ITEM NO. 6.k

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: April 22, 2026

SUBMITTED BY: Marcus Kerber, Purchasing

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Agreements for Professional Survey and Mapping Services with ESP Associates, Inc.; Survey and Mapping, LLC; McKim & Creed, INC.; LJA Engineering, Inc.; ZNS Engineering, LC; and George F. Young, Inc.

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
On November 3, 2025, City of Bradenton advertised Request for Qualifications (RFQ) 26-010MK to select a firms for Professional Survey and Mapping Services. Notice of this RFQ was made through OpenGov, 22,222 vendors were notified, 1,852 vendors viewed the solicitation, and 25 vendors submitted an offer. On December 19, 2025, a three-member evaluation committee reviewed and scored each of the proposals based on the ability of professional personnel, proposer's past performance and experience, and project approach. Following scoring, six proposers were shortlisted to participate in a presentation and question and answer session on January 8, 2025. After the presentation and question and answer session with each of the firms, the Committee reconvened and ranked the proposers for the professional service library. A Notice of Recommended Award (NORA) for ESP Associates, Inc.; Survey and Mapping, LLC, McKim & Creed, INC.; LJA Engineering, Inc.; ZNS Engineering, LC, and George F. Young, Inc., was approved on January 9, 2026. Purchasing is now bringing forward the resulting contracts.

FINANCIAL IMPACT:

Funding encumbered a the time of work assignment issuance.

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed and approved by Attorney Rudacille.

SUGGESTED MOTION:
Motion to approve Agreements for Professional Survey and Mapping Services with ESP Associates, Inc.; Survey and Mapping, LLC; McKim & Creed, INC.; LJA Engineering, Inc.; ZNS Engineering, LC; and George F. Young, Inc.

ATTACHMENTS:
Agreement for Professional Survey and Mapping Services with ESP Associates, Inc.
Agreement for Professional Survey and Mapping Services with Survey and Mapping, LLC
Agreement for Professional Survey and Mapping Services with McKim and Creed, INC.
Agreement for Professional Survey and Mapping Services with LJA Engineering, Inc.
Agreement for Professional Survey and Mapping Services with ZNS Engineering, LC
Agreement for Professional Survey and Mapping Services with George F. Young, Inc.

AGREEMENT FOR
PROFESSIONAL SURVEY AND MAPPING SERVICES

THIS AGREEMENT (the "Agreement") is made and entered into as of the date of execution by both parties, by and between the **City of Bradenton**, a political subdivision of the State of Florida (the "City"), and **ESP Associates, Inc.**, a Florida corporation (the "Consultant").

WITNESSETH

WHEREAS, the City required a consultant to provide Professional Survey and Mapping Services; and

WHEREAS, the City issued Request for Qualifications (RFQ) 26-010MK on November 3, 2025 (the "Solicitation"); and

WHEREAS, the City evaluated the proposals in accordance with §287.055, F.S.; and

WHEREAS, the Consultant has reviewed the services required pursuant to this Agreement and is qualified, willing, and able to provide and perform all such services in accordance with its terms; and

WHEREAS, the parties desire to enter into a contract setting forth the terms and conditions of their agreement.

NOW, THEREFORE, the City and the Consultant, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, do agree as follows:

I. AGREEMENT DOCUMENTS AND SCOPE OF CONSULTANT'S SERVICES

The Scope of Services, Key Personnel, and Hourly Rates are attached hereto, and the Solicitation (including all attachments thereto), and Consultant's Proposal are made part hereof by this reference, and the terms and provisions contained therein shall be incorporated into this Agreement as if fully stated herein (the documents attached hereto, this Agreement, and any Work Assignment(s) hereinafter issued pursuant to this Agreement shall be collectively referred to herein as the "Agreement Documents"). To the extent there is conflict among the terms and provisions of the Agreement Documents, the order of precedence shall be the order in which the Agreement Documents are listed below:

1. Contract and any addenda;
2. Work Assignment(s);
3. Scope of Services;
4. Key Personnel;
5. Hourly Rates;
6. Purchase Order(s);
7. Solicitation; and
8. Consultant's Proposal.

The Consultant agrees to diligently provide all materials, services, and labor for Professional Survey and Mapping Services in accordance with the Scope of Services, attached as Exhibit A incorporated herein (the "Services").

II. TERM

This Agreement shall commence immediately upon execution by both the City and the Consultant and shall continue for an initial period of three (3) years. The Agreement may be renewed for up to two (2) additional one-year periods by written Agreement of both parties.

III. WORK ASSIGNMENTS

A. Consultant shall be engaged to perform specific work through the issuance of a negotiated work assignment ("Work Assignment").

B. Consultant acknowledges that the City has entered into multiple agreements with various firms (collectively with Consultant, the "Firms") for the Services and Work Assignments shall be issued on a rotational basis.

1. Work Assignments shall be issued in accordance with §287.055(2)(g). F.S
2. For each services category identified in the Scope of Services (the "Service Categories"), Purchasing will place the Firms in the City's professional services library in the order they are ranked, with the highest scoring Firm placed in the first position in the rotation.
3. As each Work Assignment is identified, the next Firm in the rotation will be offered the opportunity to negotiate that Work Assignment with the City's Administrative Agent.
4. Should a Firm decline a Work Assignment, fail to respond, or be unable to reach a satisfactory fee negotiation with the City within a reasonable time frame, the City will contact the next Firm on the list until the Work Assignment is successfully negotiated.
    i. Firms will have the option of rejecting one (1) Work Assignment within each Service Category within a twelve-month period without penalty. A second Work Assignment rejection within a Service Category during any twelve-month period will cause the Firm to be skipped in the rotation for the subsequent Work Assignment within the Service Category. A Firm who rejects three (3) Work Assignments (or is unable to satisfactorily negotiate three (3) Work Assignments) in any twelve-month period will be removed from the Service Category.
    ii. Firms wishing to reject a Work Assignment for any reason must provide a rejection notification document in form and substance satisfactory to the City. A copy of this form must be provided to Purchasing by the City's Administrative Agent.
5. After notification by the City, the Consultant and City shall negotiate a scope of work, time schedule, and budget for performance of the work. When the scope of work, time schedule and budget are mutually agreeable, the Work Assignment shall be executed by the parties.

C. Consultant will identify and provide qualifications of sub-consultants during the Work Assignment negotiations. The City reserves the right to review and approve all sub-consultants identified in the Work Assignment prior to execution of the Work Assignment.

D. Amendments to Work Assignments shall reference original Work Assignment scope and all items as detailed in section III.B.5 to which they relate. No amendment to a Work Assignment is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

E. If the City's Administrative Agent requires the Consultant to perform additional services related to a Work Assignment, then the Consultant shall be entitled to additional compensation based on the Fee Schedule, as amended, to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Agreement by written amendment. The City shall not pay for any additional services or work performed prior to the execution of a written amendment to the Work Assignment.

F. Notwithstanding the preceding, in the event additional services or work are required as a result of error, omission, or negligence of the Consultant, the Consultant shall not be entitled to additional compensation for such additional services or work.

G. Notwithstanding the foregoing, the City reserves the right, in its sole discretion, to disregard the rotation in any Service Category and select ("direct select") a specific firm to perform the required services.

IV. TERMINATION OF WORK ASSIGNMENTS

The City shall have the right at any time to terminate a Work Assignment. In that event, the Consultant shall cease work and shall deliver to the City all documents (including reports, designs, specifications, and all other data) prepared or obtained by the Consultant in connection with the Work Assignment. The City shall, upon receipt of the aforesaid documents, pay to the Consultant and the Consultant shall accept as full payment for its services, a sum of money equal to (1) the fee for each completed and accepted task as shown in the Work Assignment, plus (2) the fee for the percentage of the work completed in any authorized but completed task, less (3) all previous payments made for the same task.

V. COMPENSATION AND PAYMENT OF CONSULTANT'S SERVICE

A. Each Work Assignment shall include all profit, direct and indirect labor costs, personnel related costs, overhead and administrative costs, travel related out-of-pocket expenses and costs, and all other costs which are necessary to provide the services as outlined in this Agreement. Mark-up for subcontracted services shall not exceed 10% of actual cost.

B. The maximum compensation for each Work Assignment shall be determined individually by the City as the need for a Work Assignment arises.

C. Consultant acknowledges and agrees that no minimum amount of work is guaranteed under this Agreement and City may elect not to issue any Work Assignments. If a Work Assignment is issued, the City reserves the right to amend, reduce or terminate the Work Assignment in its sole discretion.

D. Consultant represents and warrants that wage rates and other factual unit costs supporting the compensation relative to this Agreement shall be accurate, complete, and current at the time of entering into this Agreement. The amounts set forth in the Agreement will be adjusted to exclude any significant sums by which the Contract Price was increased where the City

determines such increase is due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such adjustments must be made within one year following completion of the Agreement.

E. The City's performance and obligations to pay under this Agreement is contingent up on an appropriation of lawfully available funds by the City Council. The City shall promptly notify the Consultant if the necessary appropriation is not made.

VI. METHOD OF PAYMENT

A. The City shall pay the Consultant in accordance with the Local Government Prompt Payment Act set forth in §218.70, et seq. F.S., upon receipt of the Consultant's invoice and written approval of same by the City's Administrative Agent indicating that the Services have been rendered in conformity with this Agreement.

B. The Consultant shall submit invoices for payment to the address indicated on the Work Assignment for the Services completed. The invoices shall set forth the charges for the completed Services in accordance with Exhibit B Fee Schedule attached hereto and incorporated herein.

C. The Consultant's invoices shall be in a form satisfactory to the City. The Consultant is responsible for providing all necessary documentation that may be required by the City.

VII. LIABILITY OF CONSULTANT

A. The Consultant shall save, defend, indemnify and hold harmless the City from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Consultant arising out of or in any way connected with the Consultant or sub-consultant's performance or failure to perform under the terms of this Agreement.

B. This section shall survive the termination or expiration of this Agreement.

VIII. CONSULTANT'S INSURANCE

Consultant shall procure and maintain insurance as specified in the Solicitation.

IX. RESPONSIBILITIES OF THE CONSULTANT

A. Consultant acknowledges that it is familiar with the requirements of the Agreement Documents, and that it will perform the Services as required.

B. The Consultant agrees to respond to communication from the City within three (3) working days unless a shorter response time is specified by the City.

C. The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all reports, designs, specifications, other documents and data used or produced by or at the behest of the Consultant under this Agreement. The Consultant shall, without additional compensation, correct or revise any errors or deficiencies in its reports, designs, specifications, other documents and data.

D. The Consultant warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Consultant) to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.

E. Consultant agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a Consultant's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Agreement in accordance with the provisions contained herein.

F. The Consultant shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

G. The Consultant shall maintain books, records, documents, and other evidence directly pertaining to or connected with the Services under this Agreement which shall be available and accessible at the Consultant's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives. Such records shall be retained for a minimum of five (5) fiscal years (From October to September) after completion of the Services.

H. The Consultant shall notify the City's Administrative Agent at least one (1) day in advance of any meeting between the Consultant and any City Council Member, regulatory agency or private citizen relating to this Agreement.

I. The Consultant is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. The Consultant is not an employee, agent or servant of the City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Consultant sole direction, supervision and control. The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all aspects the Consultant's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees of the City. Consultant shall be solely responsible for providing benefits and insurance to its employees.

J. The Consultant understands and acknowledges that pursuant to Ch. 934, F.S., Security of Communications; Surveillance, the City DOES NOT CONSENT to the interception and/or disclosure of its oral, wire, or electronic communications. Accordingly, the Consultant warrants it will not utilize nor deploy any electronic, mechanical, or other device (including bots, Artificial Intelligence, or similar software) to record, transcribe, or monitor any such communication during any non-public, in-person or virtual meetings between itself and the City. Consultant activities contrary to this warranty may constitute a felony under Ch. 934, implicate Ch. 119, F.S., Public Records, and/or constitute a material breach of this section and/or other section(s) of this Agreement (e.g. Records Retention, Audits, Ethics, Compliance, and Civility). Only duly authorized City personnel may grant an exception to this prohibition on a case-by-case basis.

X. OWNERSHIP, USE AND FORMATTING OF WORK PRODUCTS

A. It is understood and agreed that the work products, including reports, designs, specifications, other documents and data developed by the Consultant in connection with the Services shall be delivered to, and shall become the property of the City upon acceptance by the City. The Consultant hereby assigns all its copyright and other proprietary interests in the products of this Agreement to the City. Specific written authority is required from the City's Administrative Agent for the Consultant to use any of the work products of this Agreement on any non-City project.

B. Notwithstanding the above, any reuse of the work products by the City on other projects will be at the risk of the City.

C. The City records all land related changes and/or activities in a Geographic Information System (GIS), the applicable version of which shall be stated in the scope. Therefore, all GIS or Computer Aided Drafting (CAD) formatted data created or modified in support of a project will be provided to the City as a project deliverable for inclusion into the City's GIS, at no additional cost. GIS data files submitted in support of a project must adhere to City GIS standards, and CAD drawings submitted must adhere to City CAD standards.

D. Computer systems and databases used for providing the documents necessary to this Agreement shall be compatible with existing City systems. City PCs run the latest version of the Windows operating system and Windows-based compatible software. Additional detail regarding City technology and system may be obtained by contacting the City's Information Technology Department.

XI. FORCE MAJEURE; PERFORMANCE OF CONSULTANT'S PERSONNEL

A. Time is of the essence in the performance of this Agreement. The Consultant specifically agrees that all work performed under the terms and conditions of this Agreement shall be completed within the time limits as set forth herein, or as otherwise identified in the Agreement Documents or as specified by the City's Administrative Agent, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

B. The Consultant shall ensure that all key personnel, support personnel, and other agents as identified in Exhibit B are fully qualified and capable to perform their assigned tasks. Any changes or substitution to the Consultant's key personnel must receive the City's Administrative Agent's written approval before said changes or substitution can become effective.

XII. OBLIGATIONS OF THE CITY

A. The City's Administrative Agent is designated to do all things necessary to properly administer the terms and conditions of this Agreement, including, but not limited to:

1. Review of all Consultant payment requests for approval or rejection; and
2. Periodic reviews of the work of the Consultant as necessary for the completion of the

Consultant's services during the period of this Agreement.

B. The City shall not provide any services to the Consultant in connection with any claim brought on behalf of or against the Consultant.

XIII. TERMINATION

A. The City shall have the right at any time upon thirty (30) calendar days' written notice to the Consultant to terminate the Services of the Consultant for convenience. In the event of termination pursuant to this paragraph, the City shall pay to the Consultant and the Consultant shall accept as full payment for its Services, a sum of money equal to the work completed in any commenced but incomplete Services.

B. Any failure of the Consultant to satisfy the requirements of this Agreement, as documented by the Administrative Agent, shall be considered a default of the Agreement and sufficient reason for termination.

1. For defaults that are curable (as determined solely by the City), the Consultant shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification.

2. For defaults that are not curable (as determined solely by the City), notice of the termination date shall be given as deemed appropriate by the City.

C. In the event the City's termination of this Agreement for default is in any way deficient, at the option of the City such termination may be deemed to be a termination for convenience pursuant to Section XII.A. above.

D. The parties may mutually agree to terminate this Agreement. Such termination shall be evidenced by a notice issued by the City. In the event of termination pursuant to this paragraph, the City shall pay to the Consultant and the Consultant shall accept as full payment for its Services, a sum of money equal to the work completed in any commenced but incomplete Services.

E. In the event that the Consultant has abandoned performance under this Agreement, then the City may terminate this Agreement upon three (3) calendar days' written notice to the Consultant indicating its intention to do so. Payment for work performed prior to the Consultant's abandonment shall be as stated in paragraph XII.D. above. Consultant shall have one hundred and eighty (180) days from the effective date of such termination to submit invoices. Invoices submitted more than one hundred and eighty (180) days after the effective date of such termination may not be accepted for payment.

F. The Consultant shall have the right to terminate Services only in the event of the City failing to pay the Consultant's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Administrative Agent.

G. The City reserves the right to terminate and cancel this Agreement in the event the Consultant shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors.

H. After consultation with and written notice to the Consultant providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to:

1. The quality of a portion, or all, of the Consultant's work not performed in accordance with the requirements of this Agreement;
2. The quantity of the Consultant's work not delivered or performed as represented in the Consultant's Payment Request, or otherwise;
3. Claims made, or likely to be made, against the City or its property;
4. Damages to the City or a third party caused by the Consultant;
5. The Consultant's failure or refusal to perform any obligation under this Agreement.

XIV. STOP WORK ORDER

A. The City's Administrative Agent, may at any time, by written order to the Consultant, require the Consultant to stop all or any part of the work called for by this Agreement. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Consultant. Upon receipt of such as order, the Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Consultant shall not resume work unless specifically so directed in writing by the City. Before the stop work order expires unless it is extended, the Administrative Agent shall take one of the following actions:

1. Cancel the stop work order; or
2. Terminate the work covered by the order; or
3. Terminate this Agreement in accordance with the provisions contained in Section XII.A.

B. In the event the City elects not to direct the Consultant to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XII.A. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the City does not direct the Consultant to resume work within ninety (90) days, the Consultant may terminate this Agreement.

XV. DISPUTE RESOLUTION

A. To the extent Chapter 558, F.S. is applicable, the parties expressly opt out of the requirements of Chapter 558, F.S., within the meaning of §558.005(1), F.S.

B. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Manatee County, Florida, with the parties sharing equally in the cost of such mediation.

C. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.

D. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Manatee County, Florida, or where proper subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and

venue of such courts, including any objection based on forum non conveniens.

E. The parties hereby waive all rights to trial by jury for any litigation concerning this Agreement.

F. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.

G. Unless otherwise agreed in writing, the Consultant shall be required to continue its service and all other obligations under this Agreement during the pendency of any claim or dispute including, but not limited to, the actual period of mediation or judicial proceeding.

XVI. PUBLIC RECORDS

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

City of Bradenton
City Clerk
101 Old Main Street
Bradenton, FL 34205

Phone: **941-932-9400**
Email: **Cityclerk@Cityofbradenton.com**

XVII. MISCELLANEOUS

A. The Agreement Documents constitute the sole and complete understanding between the parties and supersede all other Agreements between them, whether oral or written with respect to the subject matter. No amendment, change order or addendum to the Agreement Documents is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

B. The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.

C. The parties hereto do not intend, nor shall this Agreement be construed, to grant any rights, privileges, or interest to any third party.

D. If the Consultant is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

E. The Consultant shall not assign or transfer any rights, interests, or obligations under this Agreement (whether by novation or otherwise) without the prior written consent of the City, except that claims for the money due or to become due to the Consultant from the City under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the City. Written notice of any such transfer or assignment due to bankruptcy shall be promptly given to the City.

F. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

G. The failure of any party hereto to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of such party's rights or deprive such party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

H. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be unaffected thereby and shall remain valid and enforceable as to each party.

I. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

J. Neither the City's review, approval or acceptance of, nor payment for, the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement.

K. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies available at law or in equity.

L. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

M. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the address below:

Consultant's Representative:

Name:	Greg Prather, PSM
Title:	VP of Surveying
Address:	518 13th St. W.
	Bradenton, FL 34205
Telephone:	(863) 670-9612
E-Mail:	gprather@pickettusa.com.com

City's Administrative Agent:

Name:	David Cronkhite
Title:	City Surveyor
Address:	888 13th Ave E
	Bradenton, FL 34208
Telephone:	941-462-1984
E-Mail:	David.Cronkhite@bradentonFL.gov

With a copy to: Blalock Walters, P.A.
Attn: Scott E. Rudacille, Esq.
802 11th Street West
Bradenton, Florida 34205
srudacille@blalockwalters.com

N. Any change in the City's Administrative Agent or the Consultant's Representative will be promptly communicated in writing by the party making the change.

O. Paragraph headings are for convenience of the parties and for reference purposes only and shall be given no legal effect.

P. The Solicitation and all attachments and addenda thereto are hereby incorporated in the Agreement by this reference.

Consultant and City acknowledge having read and understood this Agreement and hereby agree to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the date last written below.

ESP ASSOCIATES INC

By: _____

Print Name: Danis E. Simmons
(Title of Authorized Representative)

Date: 04.02.2026

Title: Chief Operating Officer

CITY OF BRADENTON

By: _____
GENE BROWN
Mayor

Date: _____

ATTEST:

By: _____
TAMARA MELTON
City Clerk

Approved as to form:

By: _____
SCOTT E. RUDACILLE
City Attorney

EXHIBIT A
SCOPE OF SERVICES

1. Scope of Services

A. The Consultant shall provide surveying and mapping services on a project specific as needed basis/ This work shall include the following types of services and meet the Standards of Practice of the Florida Administrative Code (FAC) Chapter 5J-17.051–053, .060, and .062, Florida Administrative Code. Types of surveys and mapping projects may include, but are not limited to:

1. Boundary and ALTA surveys
2. Topographic surveys
3. Aerial or drone surveys
4. Right-of-way surveys and maps
5. Hydrographic surveys
6. Quantity surveys
7. Record or as-built surveys
8. Subsurface utility engineering (SUE) surveys
9. Easement creation and/or location
10. Preparation of legal descriptions and sketches of description
11. Construction layout surveys
12. GPS services
13. LIDAR (aerial and terrestrial)
14. Other related surveying and mapping services as required

B. The Consultant shall provide documents printed on a media format size of 22” x 34" or the format requested by the City, which shall include signed and sealed paper copies and the final product in AutoCAD format.

EXHIBIT B
KEY PERSONNEL

Staff Name	Job Title
Timothy Sutherland, P.S.M. P.L.S	FL Division Manager/Project Manager
Jesse J. Price, P.S.M. P.L.S.	Hydrographic Surveyor/ Project Manager
Martin Stoughton, P.S.M, P.L.S.	Project Manager
Ryan Swingley, P.L.S.	Mobile Lidar Manager
Harold Rempel, C.P., C.M.S.- Lidar	Lead Photogrammetrist
Sullivan Gibbs	SUE Support
Jeffrey N. Lucas, P.L.S.	Project Surveyor
Jeff Small	Field Crew Manager/SUE
Charlane Reyes	Clerical
Curry Fulghum	Field Supervisor
Nancy Duran	Clerical
Greg Anderson	Sr. CAD Tech
David Betz	Sr. CAD Tech
Adam Schade	Crew Chief
Jake Colclough	Crew Chief
Randy Allen	Lidar Extraction Manager

EXHIBIT C
HOURLY RATES

Job Classification	Hourly Rate
Administrative Assistant	$ 85.00
Administrative Assistant II	$ 105.00
GPS Crew – GIS Mapping 1 Man	$ 120.00
GPS Crew – GIS Mapping 2 Man	$ 155.00
GPS Crew – RTK 1 Man	$ 135.00
GPS Crew – RTK 2 Man	$ 160.00
GPS Technician I	$ 95.00
GPS Technician II	$ 110.00
GPS Technician III	$ 125.00
GPS Technician IV	$ 140.00
Hydrographic Project Manager I	$ 185.00
Hydrographic Project Manager II	$ 205.00
Hydrographic Survey Crew (Large Vessel)	$ 275.00
Hydrographic Survey Crew (Small Vessel)	$ 245.00
Hydrographic Survey Tech I	$ 105.00
Hydrographic Survey Tech II	$ 120.00
Hydrographic Survey Tech III	$ 135.00
Hydrographic Survey Tech IV	$ 150.00
Hydrographic Survey Vessel Captain	$ 190.00
Managing Surveyor I	$ 180.00

EXHIBIT C
HOURLY RATES

Managing Surveyor II	$ 195.00
Managing Surveyor III	$ 205.00
Project Manager I	$ 140.00
Project Manager II	$ 155.00
Project Manager III	$ 160.00
Project Manager IV	$ 165.00
Project Surveyor I	$ 140.00
Project Surveyor II	$ 155.00
Project Surveyor III	$ 170.00
Senior Admin. Assistant I	$ 110.00
Senior Admin. Assistant II	$ 125.00
Senior Project Manager I	$ 180.00
Senior Project Manager II	$ 190.00
Senior Project Surveyor I	$ 175.00
Senior Project Surveyor II	$ 195.00
Senior Survey Technician	$ 160.00
Survey Crew	$ 200.00
Survey Crew 1 man	$ 120.00
Survey Crew 1 man O/T	$ 180.00
Survey Crew 2 man	$ 200.00
Survey Crew 2 man O/T	$ 300.00
Survey Crew 3 man	$ 215.00

EXHIBIT C
HOURLY RATES

Survey Crew 4 man	$ 265.00
Survey Field Manager	$ 130.00
Survey Project Manager I	$ 130.00
Survey Project Manager II	$ 150.00
Survey Project Manager III	$ 165.00
Survey Project Manager IV	$ 205.00
Survey Technician I	$ 115.00
Survey Technician II	$ 130.00
Survey Technician III	$ 155.00
Survey Technician IV	$ 145.00
Surveying Director I	$ 290.00
Surveying Director II	$ 305.00

AGREEMENT FOR
PROFESSIONAL SURVEY AND MAPPING SERVICES

THIS AGREEMENT (the "Agreement") is made and entered into as of the date of execution by both parties, by and between the **City of Bradenton**, a political subdivision of the State of Florida (the "City"), and **Survey and Mapping LLC**, a Texas limited liability company authorized to do business in the State of Florida (the "Consultant").

WITNESSETH

WHEREAS, the City required a consultant to provide Professional Survey and Mapping Services; and

WHEREAS, the City issued Request for Qualifications (RFQ) 26-010MK on November 3, 2025 (the "Solicitation"); and

WHEREAS, the City evaluated the proposals in accordance with §287.055, F.S.; and

WHEREAS, the Consultant has reviewed the services required pursuant to this Agreement and is qualified, willing, and able to provide and perform all such services in accordance with its terms; and

WHEREAS, the parties desire to enter into a contract setting forth the terms and conditions of their agreement.

NOW, THEREFORE, the City and the Consultant, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, do agree as follows:

I. AGREEMENT DOCUMENTS AND SCOPE OF CONSULTANT'S SERVICES

The Scope of Services, Key Personnel, and Hourly Rates are attached hereto, and the Solicitation (including all attachments thereto), and Consultant's Proposal are made part hereof by this reference, and the terms and provisions contained therein shall be incorporated into this Agreement as if fully stated herein (the documents attached hereto, this Agreement, and any Work Assignment(s) hereinafter issued pursuant to this Agreement shall be collectively referred to herein as the "Agreement Documents"). To the extent there is conflict among the terms and provisions of the Agreement Documents, the order of precedence shall be the order in which the Agreement Documents are listed below:

1. Contract and any addenda;
2. Work Assignment(s);
3. Scope of Services;
4. Key Personnel;
5. Hourly Rates;
6. Purchase Order(s);
7. Solicitation; and
8. Consultant's Proposal.

The Consultant agrees to diligently provide all materials, services, and labor for Professional Survey and Mapping Services in accordance with the Scope of Services, attached as Exhibit A incorporated herein (the "Services").

II. TERM

This Agreement shall commence immediately upon execution by both the City and the Consultant and shall continue for an initial period of three (3) years. The Agreement may be renewed for up to two (2) additional one-year periods by written Agreement of both parties.

III. WORK ASSIGNMENTS

A. Consultant shall be engaged to perform specific work through the issuance of a negotiated work assignment ("Work Assignment").

B. Consultant acknowledges that the City has entered into multiple agreements with various firms (collectively with Consultant, the "Firms") for the Services and Work Assignments shall be issued on a rotational basis.

1. Work Assignments shall be issued in accordance with §287.055(2)(g). F.S
2. For each services category identified in the Scope of Services (the "Service Categories"), Purchasing will place the Firms in the City's professional services library in the order they are ranked, with the highest scoring Firm placed in the first position in the rotation.
3. As each Work Assignment is identified, the next Firm in the rotation will be offered the opportunity to negotiate that Work Assignment with the City's Administrative Agent.
4. Should a Firm decline a Work Assignment, fail to respond, or be unable to reach a satisfactory fee negotiation with the City within a reasonable time frame, the City will contact the next Firm on the list until the Work Assignment is successfully negotiated.
    i. Firms will have the option of rejecting one (1) Work Assignment within each Service Category within a twelve-month period without penalty. A second Work Assignment rejection within a Service Category during any twelve-month period will cause the Firm to be skipped in the rotation for the subsequent Work Assignment within the Service Category. A Firm who rejects three (3) Work Assignments (or is unable to satisfactorily negotiate three (3) Work Assignments) in any twelve-month period will be removed from the Service Category.
    ii. Firms wishing to reject a Work Assignment for any reason must provide a rejection notification document in form and substance satisfactory to the City. A copy of this form must be provided to Purchasing by the City's Administrative Agent.
5. After notification by the City, the Consultant and City shall negotiate a scope of work, time schedule, and budget for performance of the work. When the scope of work, time schedule and budget are mutually agreeable, the Work Assignment shall be executed by the parties.

C. Consultant will identify and provide qualifications of sub-consultants during the Work Assignment negotiations. The City reserves the right to review and approve all sub-consultants identified in the Work Assignment prior to execution of the Work Assignment.

D. Amendments to Work Assignments shall reference original Work Assignment scope and all items as detailed in section III.B.5 to which they relate. No amendment to a Work Assignment is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

E. If the City's Administrative Agent requires the Consultant to perform additional services related to a Work Assignment, then the Consultant shall be entitled to additional compensation based on the Fee Schedule, as amended, to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Agreement by written amendment. The City shall not pay for any additional services or work performed prior to the execution of a written amendment to the Work Assignment.

F. Notwithstanding the preceding, in the event additional services or work are required as a result of error, omission, or negligence of the Consultant, the Consultant shall not be entitled to additional compensation for such additional services or work.

G. Notwithstanding the foregoing, the City reserves the right, in its sole discretion, to disregard the rotation in any Service Category and select ("direct select") a specific firm to perform the required services.

IV. TERMINATION OF WORK ASSIGNMENTS

The City shall have the right at any time to terminate a Work Assignment. In that event, the Consultant shall cease work and shall deliver to the City all documents (including reports, designs, specifications, and all other data) prepared or obtained by the Consultant in connection with the Work Assignment. The City shall, upon receipt of the aforesaid documents, pay to the Consultant and the Consultant shall accept as full payment for its services, a sum of money equal to (1) the fee for each completed and accepted task as shown in the Work Assignment, plus (2) the fee for the percentage of the work completed in any authorized but completed task, less (3) all previous payments made for the same task.

V. COMPENSATION AND PAYMENT OF CONSULTANT'S SERVICE

A. Each Work Assignment shall include all profit, direct and indirect labor costs, personnel related costs, overhead and administrative costs, travel related out-of-pocket expenses and costs, and all other costs which are necessary to provide the services as outlined in this Agreement. Mark-up for subcontracted services shall not exceed 10% of actual cost.

B. The maximum compensation for each Work Assignment shall be determined individually by the City as the need for a Work Assignment arises.

C. Consultant acknowledges and agrees that no minimum amount of work is guaranteed under this Agreement and City may elect not to issue any Work Assignments. If a Work Assignment is issued, the City reserves the right to amend, reduce or terminate the Work Assignment in its sole discretion.

D. Consultant represents and warrants that wage rates and other factual unit costs supporting the compensation relative to this Agreement shall be accurate, complete, and current at the time of entering into this Agreement. The amounts set forth in the Agreement will be adjusted to exclude any significant sums by which the Contract Price was increased where the City

determines such increase is due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such adjustments must be made within one year following completion of the Agreement.

E. The City's performance and obligations to pay under this Agreement is contingent up on an appropriation of lawfully available funds by the City Council. The City shall promptly notify the Consultant if the necessary appropriation is not made.

VI. METHOD OF PAYMENT

A. The City shall pay the Consultant in accordance with the Local Government Prompt Payment Act set forth in §218.70, et seq. F.S., upon receipt of the Consultant's invoice and written approval of same by the City's Administrative Agent indicating that the Services have been rendered in conformity with this Agreement.

B. The Consultant shall submit invoices for payment to the address indicated on the Work Assignment for the Services completed. The invoices shall set forth the charges for the completed Services in accordance with Exhibit B Fee Schedule attached hereto and incorporated herein.

C. The Consultant's invoices shall be in a form satisfactory to the City. The Consultant is responsible for providing all necessary documentation that may be required by the City.

VII. LIABILITY OF CONSULTANT

A. The Consultant shall save, defend, indemnify and hold harmless the City from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Consultant arising out of or in any way connected with the Consultant or sub-consultant's performance or failure to perform under the terms of this Agreement.

B. This section shall survive the termination or expiration of this Agreement.

VIII. CONSULTANT'S INSURANCE

Consultant shall procure and maintain insurance as specified in the Solicitation.

IX. RESPONSIBILITIES OF THE CONSULTANT

A. Consultant acknowledges that it is familiar with the requirements of the Agreement Documents, and that it will perform the Services as required.

B. The Consultant agrees to respond to communication from the City within three (3) working days unless a shorter response time is specified by the City.

C. The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all reports, designs, specifications, other documents and data used or produced by or at the behest of the Consultant under this Agreement. The Consultant shall, without additional compensation, correct or revise any errors or deficiencies in its reports, designs, specifications, other documents and data.

D. The Consultant warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Consultant) to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.

E. Consultant agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a Consultant's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Agreement in accordance with the provisions contained herein.

F. The Consultant shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

G. The Consultant shall maintain books, records, documents, and other evidence directly pertaining to or connected with the Services under this Agreement which shall be available and accessible at the Consultant's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives. Such records shall be retained for a minimum of five (5) fiscal years (From October to September) after completion of the Services.

H. The Consultant shall notify the City's Administrative Agent at least one (1) day in advance of any meeting between the Consultant and any City Council Member, regulatory agency or private citizen relating to this Agreement.

I. The Consultant is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. The Consultant is not an employee, agent or servant of the City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Consultant sole direction, supervision and control. The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all aspects the Consultant's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees of the City. Consultant shall be solely responsible for providing benefits and insurance to its employees.

J. The Consultant understands and acknowledges that pursuant to Ch. 934, F.S., Security of Communications; Surveillance, the City DOES NOT CONSENT to the interception and/or disclosure of its oral, wire, or electronic communications. Accordingly, the Consultant warrants it will not utilize nor deploy any electronic, mechanical, or other device (including bots, Artificial Intelligence, or similar software) to record, transcribe, or monitor any such communication during any non-public, in-person or virtual meetings between itself and the City. Consultant activities contrary to this warranty may constitute a felony under Ch. 934, implicate Ch. 119, F.S., Public Records, and/or constitute a material breach of this section and/or other section(s) of this Agreement (e.g. Records Retention, Audits, Ethics, Compliance, and Civility). Only duly authorized City personnel may grant an exception to this prohibition on a case-by-case basis.

X. OWNERSHIP, USE AND FORMATTING OF WORK PRODUCTS

A. It is understood and agreed that the work products, including reports, designs, specifications, other documents and data developed by the Consultant in connection with the Services shall be delivered to, and shall become the property of the City upon acceptance by the City. The Consultant hereby assigns all its copyright and other proprietary interests in the products of this Agreement to the City. Specific written authority is required from the City's Administrative Agent for the Consultant to use any of the work products of this Agreement on any non-City project.

B. Notwithstanding the above, any reuse of the work products by the City on other projects will be at the risk of the City.

C. The City records all land related changes and/or activities in a Geographic Information System (GIS), the applicable version of which shall be stated in the scope. Therefore, all GIS or Computer Aided Drafting (CAD) formatted data created or modified in support of a project will be provided to the City as a project deliverable for inclusion into the City's GIS, at no additional cost. GIS data files submitted in support of a project must adhere to City GIS standards, and CAD drawings submitted must adhere to City CAD standards.

D. Computer systems and databases used for providing the documents necessary to this Agreement shall be compatible with existing City systems. City PCs run the latest version of the Windows operating system and Windows-based compatible software. Additional detail regarding City technology and system may be obtained by contacting the City's Information Technology Department.

XI. FORCE MAJEURE; PERFORMANCE OF CONSULTANT'S PERSONNEL

A. Time is of the essence in the performance of this Agreement. The Consultant specifically agrees that all work performed under the terms and conditions of this Agreement shall be completed within the time limits as set forth herein, or as otherwise identified in the Agreement Documents or as specified by the City's Administrative Agent, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

B. The Consultant shall ensure that all key personnel, support personnel, and other agents as identified in Exhibit B are fully qualified and capable to perform their assigned tasks. Any changes or substitution to the Consultant's key personnel must receive the City's Administrative Agent's written approval before said changes or substitution can become effective.

XII. OBLIGATIONS OF THE CITY

A. The City's Administrative Agent is designated to do all things necessary to properly administer the terms and conditions of this Agreement, including, but not limited to:

1. Review of all Consultant payment requests for approval or rejection; and
2. Periodic reviews of the work of the Consultant as necessary for the completion of the

Consultant's services during the period of this Agreement.

B. The City shall not provide any services to the Consultant in connection with any claim brought on behalf of or against the Consultant.

XIII. TERMINATION

A. The City shall have the right at any time upon thirty (30) calendar days' written notice to the Consultant to terminate the Services of the Consultant for convenience. In the event of termination pursuant to this paragraph, the City shall pay to the Consultant and the Consultant shall accept as full payment for its Services, a sum of money equal to the work completed in any commenced but incomplete Services.

B. Any failure of the Consultant to satisfy the requirements of this Agreement, as documented by the Administrative Agent, shall be considered a default of the Agreement and sufficient reason for termination.

1. For defaults that are curable (as determined solely by the City), the Consultant shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification.

2. For defaults that are not curable (as determined solely by the City), notice of the termination date shall be given as deemed appropriate by the City.

C. In the event the City's termination of this Agreement for default is in any way deficient, at the option of the City such termination may be deemed to be a termination for convenience pursuant to Section XII.A. above.

D. The parties may mutually agree to terminate this Agreement. Such termination shall be evidenced by a notice issued by the City. In the event of termination pursuant to this paragraph, the City shall pay to the Consultant and the Consultant shall accept as full payment for its Services, a sum of money equal to the work completed in any commenced but incomplete Services.

E. In the event that the Consultant has abandoned performance under this Agreement, then the City may terminate this Agreement upon three (3) calendar days' written notice to the Consultant indicating its intention to do so. Payment for work performed prior to the Consultant's abandonment shall be as stated in paragraph XII.D. above. Consultant shall have one hundred and eighty (180) days from the effective date of such termination to submit invoices. Invoices submitted more than one hundred and eighty (180) days after the effective date of such termination may not be accepted for payment.

F. The Consultant shall have the right to terminate Services only in the event of the City failing to pay the Consultant's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Administrative Agent.

G. The City reserves the right to terminate and cancel this Agreement in the event the Consultant shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors.

H. After consultation with and written notice to the Consultant providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to:

1. The quality of a portion, or all, of the Consultant's work not performed in accordance with the requirements of this Agreement;
2. The quantity of the Consultant's work not delivered or performed as represented in the Consultant's Payment Request, or otherwise;
3. Claims made, or likely to be made, against the City or its property;
4. Damages to the City or a third party caused by the Consultant;
5. The Consultant's failure or refusal to perform any obligation under this Agreement.

XIV. STOP WORK ORDER

A. The City's Administrative Agent, may at any time, by written order to the Consultant, require the Consultant to stop all or any part of the work called for by this Agreement. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Consultant. Upon receipt of such as order, the Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Consultant shall not resume work unless specifically so directed in writing by the City. Before the stop work order expires unless it is extended, the Administrative Agent shall take one of the following actions:

   1. Cancel the stop work order; or
   2. Terminate the work covered by the order; or
   3. Terminate this Agreement in accordance with the provisions contained in Section XII.A.

B. In the event the City elects not to direct the Consultant to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XII.A. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the City does not direct the Consultant to resume work within ninety (90) days, the Consultant may terminate this Agreement.

XV. DISPUTE RESOLUTION

A. To the extent Chapter 558, F.S. is applicable, the parties expressly opt out of the requirements of Chapter 558, F.S., within the meaning of §558.005(1), F.S.

B. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Manatee County, Florida, with the parties sharing equally in the cost of such mediation.

C. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.

D. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Manatee County, Florida, or where proper subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and

venue of such courts, including any objection based on forum non conveniens.

E. The parties hereby waive all rights to trial by jury for any litigation concerning this Agreement.

F. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.

G. Unless otherwise agreed in writing, the Consultant shall be required to continue its service and all other obligations under this Agreement during the pendency of any claim or dispute including, but not limited to, the actual period of mediation or judicial proceeding.

XVI. PUBLIC RECORDS

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

City of Bradenton
City Clerk
101 Old Main Street
Bradenton, FL 34205

Phone: **941-932-9400**
Email: **Cityclerk@Cityofbradenton.com**

XVII. MISCELLANEOUS

A. The Agreement Documents constitute the sole and complete understanding between the parties and supersede all other Agreements between them, whether oral or written with respect to the subject matter. No amendment, change order or addendum to the Agreement Documents is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

B. The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.

C. The parties hereto do not intend, nor shall this Agreement be construed, to grant any rights, privileges, or interest to any third party.

D. If the Consultant is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

E. The Consultant shall not assign or transfer any rights, interests, or obligations under this Agreement (whether by novation or otherwise) without the prior written consent of the City, except that claims for the money due or to become due to the Consultant from the City under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the City. Written notice of any such transfer or assignment due to bankruptcy shall be promptly given to the City.

F. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

G. The failure of any party hereto to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of such party's rights or deprive such party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

H. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be unaffected thereby and shall remain valid and enforceable as to each party.

I. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

J. Neither the City's review, approval or acceptance of, nor payment for, the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement.

K. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies available at law or in equity.

L. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

M. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the address below:

Consultant's Representative:

Name:	Russell Hyatt
Title:	Department Manager
Address:	2012 Lena Road
	Bradenton, FL 34211
Telephone:	(941) 748-4693
E-Mail:	Russell.hyatt@sam.biz

City's Administrative Agent:

Name:	David Cronkhite
Title:	City Surveyor
Address:	888 13th Ave E
	Bradenton, FL 34208
Telephone:	941-462-1984
E-Mail:	David.Cronkhite@bradentonFL.gov

With a copy to: Blalock Walters, P.A.
Attn: Scott E. Rudacille, Esq.
802 11th Street West
Bradenton, Florida 34205
srudacille@blalockwalters.com

N. Any change in the City's Administrative Agent or the Consultant's Representative will be promptly communicated in writing by the party making the change.

O. Paragraph headings are for convenience of the parties and for reference purposes only and shall be given no legal effect.

P. The Solicitation and all attachments and addenda thereto are hereby incorporated in the Agreement by this reference.

Consultant and City acknowledge having read and understood this Agreement and hereby agree to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the date last written below.

SURVEYING AND MAPPING, LLC

By: _____

Print Name: Kevin Richardson
(Title of Authorized Representative)

Date: 3-16-2026

Title: Senior Vice President

CITY OF BRADENTON

By: _____
GENE BROWN
Mayor

Date: _____

ATTEST:

By: _____
TAMARA MELTON
City Clerk

Approved as to form:

By: _____
SCOTT E. RUDACILLE
City Attorney

EXHIBIT A
SCOPE OF SERVICES

1. Scope of Services

A. The Consultant shall provide surveying and mapping services on a project specific as needed basis/ This work shall include the following types of services and meet the Standards of Practice of the Florida Administrative Code (FAC) Chapter 5J-17.051–053, .060, and .062, Florida Administrative Code. Types of surveys and mapping projects may include, but are not limited to:

1. Boundary and ALTA surveys
2. Topographic surveys
3. Aerial or drone surveys
4. Right-of-way surveys and maps
5. Hydrographic surveys
6. Quantity surveys
7. Record or as-built surveys
8. Subsurface utility engineering (SUE) surveys
9. Easement creation and/or location
10. Preparation of legal descriptions and sketches of description
11. Construction layout surveys
12. GPS services
13. LIDAR (aerial and terrestrial)
14. Other related surveying and mapping services as required

B. The Consultant shall provide documents printed on a media format size of 22” x 34" or the format requested by the City, which shall include signed and sealed paper copies and the final product in AutoCAD format.

EXHIBIT B
KEY PERSONNEL

Staff Name	Job Title
Russell P. Hyatt, PSM	Vice President/Chief Surveyor
Dianne Collins, PLS	Principal Surveyor
Mark West, PLS	Principal Surveyor
Deric Rimes, PSM - CST IV	Principal Surveyor
Robert Miller	QA/QC
John Matthews	Senior CAD Specialist
Steven Long, CST II	Senior CAD Specialist
Nate Knorr, CST II	Senior CAD Specialist
Tim Kluver, CST I	Senior CAD Specialist
Rick Keithley	Senior CAD Specialist
Greyson Myers	Hydrographer
Mike Ell	Survey Chief
Brandon Kelley	Survey Chief
Taylor Gay	Survey Chief
Scott Woodson	Survey Chief
Alberto Horta	Survey Chief
Josh Berry	Survey Chief
Scott Huibers	Boat Captain/Crew Chief
Anibal Crespo-Mendez	Instrument Person
Rich Williams	Instrument Person

EXHIBIT B
KEY PERSONNEL

Ryan Hollins	Instrument Person
Tevin Tait	Instrument Person
Spencer Holland	Instrument Person
Brandon Woodson	Instrument Person
Darin McDonald	Instrument Person
Nicholas Fewell	SUE Services, Lead
Mike Kriegel	SUE Services, Project Manager
Wyatt Altman	Senior Surveyor
Eric Stuart, PSM, CFEDS	Vice President/Florida OPS
Craig Bouffard, PLS	Senior Project Manager
Julio Delgado	Project Manager
James McDonnell, PLS	SUE Services, Project Manager
Alfredo Berrudez, PSM	SUR Chief Surveyor
Luis Cortez, PSM, GISP	Project Coordinator
Greg Prather	Vice President of Survey
Craig Emrick	Vice President of Geospatial Services
Jeff Green	Geospatial Manager

EXHIBIT C
HOURLY RATES

Job Classification	Hourly Rate
SURVEY OFFICE PERSONNEL RATES:	
Office / Department Manager	$315.00
Senior Project Manager / BIM Operations Manager	$275.00
Project Manager	$235.00
Staff Surveyor	$205.00
Phase Manager	$175.00
Project Coordinator	$155.00
BIM Office Technician III	$150.00
BIM Office Technician II	$125.00
BIM Office Technician I	$100.00
Senior Office Technician	$160.00
Office Technician III	$130.00
Office Technician II	$120.00
Office Technician I	$110.00
Project Specialist	$135.00
Administration / Clerical Support	$115.00
SURVEY FIELD CREW RATES:	
Field Operations Manager	$185.00
Field Coordinator / Supervisor	$150.00

EXHIBIT C
HOURLY RATES

One (1) Person Survey Field Crew	$130.00
Two (2) Person Survey Field Crew	$215.00
Three (3) Person Survey Field Crew	$285.00
Additional Rodperson or Flagperson	$75.00
UTILITY ENGINEERING OFFICE PERSONNEL RATES:	
Office / Department Manager	$315.00
Senior Project Manager	$275.00
Project Manager / Senior Engineer	$230.00
Staff Engineer	$230.00
Phase Manager	$175.00
Senior Office Technician	$160.00
Office Technician III	$130.00
Office Technician II	$120.00
Office Technician I	$110.00
Project Specialist	$135.00
Administration / Clerical Support	$115.00
UTILITY ENGINEERING FIELD CREW RATES:	
Field Operations Manager	$180.00
Field Coordinator / Supervisor	$135.00
Field Technician III	$125.00

EXHIBIT C
HOURLY RATES

Field Technician II	$100.00
Field Technician I	$85.00
UTILITY COORDINATION OFFICE PERSONNEL RATES:	
Office / Department Manager	$315.00
Project Manager / UC Manager	$250.00
Senior Utility Coordinator	$220.00
Utility Coordinator III	$165.00
Utility Coordinator II	$145.00
Utility Coordinator I	$120.00
Project Specialist	$135.00
Administration / Clerical Support	$110.00
UTILITY COORDINATION FIELD CREW RATES:	
Senior Utility Construction Engineering Inspector	$175.00
Utility Construction Engineering Inspector III	$160.00
Utility Construction Engineering Inspector II	$135.00
Utility Construction Engineering Inspector I	$125.00
FIBER ENGINEERING PERSONNEL RATES:	
Office / Department Manager	$315.00
Senior Project Manager	$280.00

EXHIBIT C
HOURLY RATES

Project Manager	$220.00
Phase Manager	$180.00
OSP Engineer III	$160.00
OSP Engineer II	$130.00
OSP Engineer I	$100.00
Drafter	$110.00
Project Specialist	$135.00
Administration / Clerical Support	$110.00
FIBER ENGINEERING FIELD CREW RATES:	
Fielder	$110.00
OSP Inspector	$115.00
Senior OSP Inspector	$125.00
AERIAL OFFICE PERSONNEL RATES:	
Director / Operations Manager	$375.00
Senior Project Manager	$280.00
Acquisition Manager	$250.00
Project Manager	$235.00
Aircraft Pilot	$225.00
UAS Pilot	$130.00
Project Lead / Sr Office Technician / Sensor Operator Lead (Sr Tech 3)	$160.00

EXHIBIT C
HOURLY RATES

Two (2) Person UAS Geo Crew – Unmanned Pilot & Observer	$260.00
Three (3) Person UAS Crew – Unmanned Pilot & 2 Observers	$390.00
Photogrammetrist / Project Lead / Sensor Operator (Tech 3)	$150.00
Acquisition / Calibration / Aerial Triangulation Technician (Tech 2)	$130.00
LiDAR / Photogrammetry / GIS Technician (Tech 1)	$110.00
GIS OFFICE PERSONNEL RATES:	
Director / Operations Manager	$275.00
Senior Project Manager	$210.00
Project Manager	$160.00
Phase Manager	$145.00
Registered Landscape Architect	$275.00
GIS Office Technician 1	$110.00
GIS Office Technician 2	$120.00
GIS Office Technician 3	$135.00
Field Coordinator	$135.00
GIS Field Technician	$105.00
IT / Web Administrator	$220.00
Programmer / Solutions Architect	$175.00
GIS Integrator / Enterprise Specialist	$325.00
GIS Consultant	$275.00
Administration / Clerical Support	$130.00

EXHIBIT C
HOURLY RATES

SAM EQUIPMENT RATES:	
GPS Receiver	$104.00
Robotic Total Station S7/S9	$160.00
Scanning Total Station SX10 / SX12	$55.00
Tier 1 HDS Scanner (BLK360 & Faro)	$40.00
Tier 2 HDS Scanner (RTC360)	$125.00
Tier 3 HDS Scanner (Leica P20, P40, P50)	$72.00
Trimble x7 Scanner	$55.00
Trimble x9 Scanner	$60.00
Trimble x12 Scanner	$125.00
SLAM Scanners [NaVVis]	$40.00
Digital Level	$30.00
UTV	$25.00
Echo Sounder – Remote Controlled Boat	$37.00
Echo Sounder – Sonarmite	$20.00
VM810	$6.00
RD8000	$6.00
vLocRTKPro	$6.00
IKE-IKE4	$60.00
Tool Tracking Equipment (Hans Box & Traxall)	$13.00
Weather Station	$10.00

EXHIBIT C
HOURLY RATES

Vacuum Excavator Truck (Standard)	$130.00
Vacuum Excavator Truck (Hybrid)	$170.00
Vacuum Excavator (Towed Trailer)	$65.00
Vacuum Excavator (Canister)	$5.00
Magnetometer (EM-61)	$71.00
Ground Penetrating Radar (Push Cart)	$30.00
Ground Penetrating Radar (Towed)	$360.00
Confined Space Entry Package (CSE)	$14.00
Large Rodder	$13.00
vCam Push Camera	$10.00
All Material Locator (AML PRO)	$25.00
Bathymetric Sensor (Fathom)	$2,500.00
Riegl VQ-1560 II	$1,300.00
Riegl VQ-480 II or VQ-780i	$1,000.00
Mobile Mapping System, includes 360° Camera System (Equip. Only)	$1,000.00
Mapping Equipment Stand-by Fee (Equip. Only)	$200.00
FLIR Corona 350 with a Quad Camera Gimbal System	$300.00
Oblique HD Camera System – Manned Aircraft	$30.00
Video Camera System – Manned Aircraft	$5.00
360° Camera System – Terrestrial or Marine Standalone	$100.00
Helicopter (Turbine Engine Powered)	$1,450.00
Helicopter (Reciprocal Engine Powered)	$850.00

EXHIBIT C
HOURLY RATES

Fixed Wing Twin Engine (Piston)	$1,300.00
Fixed Wing Single Engine (Piston)	$750.00
Fixed Wing Single Engine (Turbine)	$1,400.00
UAS Autel Devon2 / Mavic / Phantom / Small Lift TIER 1	$50.00
UAS Alta-X / Galaxy / SkyFront Heavy Lift with LiDAR TIER 3	$300.00
UAS M600 Type Inspection Platform TIER 2	$75.00
UAV – Phoenix-Astro LiDAR	$140.00
UAV – Skydio x10	$13.00
Geospatial Work Station	$15.00
VRS Network	$4.20
SL RAT	$20.00
Sherp ATV (w/o Operator)	$950.00
Marshmaster (w/o Operator)	$750.00
Airboat (w/o Operator)	$500.00
Hydrographic Vessel (Single Beam)	$720.00
Hydrographic Vessel (Multi Beam)	$1,070.00

AGREEMENT FOR
PROFESSIONAL SURVEY AND MAPPING SERVICES

THIS AGREEMENT (the "Agreement") is made and entered into as of the date of execution by both parties, by and between the **City of Bradenton**, a political subdivision of the State of Florida (the "City"), and **McKim & Creed, INC.**, a Florida corporation (the "Consultant").

WITNESSETH

WHEREAS, the City required a consultant to provide Professional Survey and Mapping Services; and

WHEREAS, the City issued Request for Qualifications (RFQ) 26-010MK on November 3, 2025 (the "Solicitation"); and

WHEREAS, the City evaluated the proposals in accordance with §287.055, F.S.; and

WHEREAS, the Consultant has reviewed the services required pursuant to this Agreement and is qualified, willing, and able to provide and perform all such services in accordance with its terms; and

WHEREAS, the parties desire to enter into a contract setting forth the terms and conditions of their agreement.

NOW, THEREFORE, the City and the Consultant, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, do agree as follows:

I. AGREEMENT DOCUMENTS AND SCOPE OF CONSULTANT'S SERVICES

The Scope of Services, Key Personnel, and Hourly Rates are attached hereto, and the Solicitation (including all attachments thereto), and Consultant's Proposal are made part hereof by this reference, and the terms and provisions contained therein shall be incorporated into this Agreement as if fully stated herein (the documents attached hereto, this Agreement, and any Work Assignment(s) hereinafter issued pursuant to this Agreement shall be collectively referred to herein as the "Agreement Documents"). To the extent there is conflict among the terms and provisions of the Agreement Documents, the order of precedence shall be the order in which the Agreement Documents are listed below:

1. Contract and any addenda;
2. Work Assignment(s);
3. Scope of Services;
4. Key Personnel;
5. Hourly Rates;
6. Purchase Order(s);
7. Solicitation; and
8. Consultant's Proposal.

The Consultant agrees to diligently provide all materials, services, and labor for Professional Survey and Mapping Services in accordance with the Scope of Services, attached as Exhibit A incorporated herein (the "Services").

II. TERM

This Agreement shall commence immediately upon execution by both the City and the Consultant and shall continue for an initial period of three (3) years. The Agreement may be renewed for up to two (2) additional one-year periods by written Agreement of both parties.

III. WORK ASSIGNMENTS

A. Consultant shall be engaged to perform specific work through the issuance of a negotiated work assignment ("Work Assignment").

B. Consultant acknowledges that the City has entered into multiple agreements with various firms (collectively with Consultant, the "Firms") for the Services and Work Assignments shall be issued on a rotational basis.

1. Work Assignments shall be issued in accordance with §287.055(2)(g). F.S
2. For each services category identified in the Scope of Services (the "Service Categories"), Purchasing will place the Firms in the City's professional services library in the order they are ranked, with the highest scoring Firm placed in the first position in the rotation.
3. As each Work Assignment is identified, the next Firm in the rotation will be offered the opportunity to negotiate that Work Assignment with the City's Administrative Agent.
4. Should a Firm decline a Work Assignment, fail to respond, or be unable to reach a satisfactory fee negotiation with the City within a reasonable time frame, the City will contact the next Firm on the list until the Work Assignment is successfully negotiated.
    i. Firms will have the option of rejecting one (1) Work Assignment within each Service Category within a twelve-month period without penalty. A second Work Assignment rejection within a Service Category during any twelve-month period will cause the Firm to be skipped in the rotation for the subsequent Work Assignment within the Service Category. A Firm who rejects three (3) Work Assignments (or is unable to satisfactorily negotiate three (3) Work Assignments) in any twelve-month period will be removed from the Service Category.
    ii. Firms wishing to reject a Work Assignment for any reason must provide a rejection notification document in form and substance satisfactory to the City. A copy of this form must be provided to Purchasing by the City's Administrative Agent.
5. After notification by the City, the Consultant and City shall negotiate a scope of work, time schedule, and budget for performance of the work. When the scope of work, time schedule and budget are mutually agreeable, the Work Assignment shall be executed by the parties.

C. Consultant will identify and provide qualifications of sub-consultants during the Work Assignment negotiations. The City reserves the right to review and approve all sub-consultants identified in the Work Assignment prior to execution of the Work Assignment.

D. Amendments to Work Assignments shall reference original Work Assignment scope and all items as detailed in section III.B.5 to which they relate. No amendment to a Work Assignment is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

E. If the City's Administrative Agent requires the Consultant to perform additional services related to a Work Assignment, then the Consultant shall be entitled to additional compensation based on the Fee Schedule, as amended, to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Agreement by written amendment. The City shall not pay for any additional services or work performed prior to the execution of a written amendment to the Work Assignment.

F. Notwithstanding the preceding, in the event additional services or work are required as a result of error, omission, or negligence of the Consultant, the Consultant shall not be entitled to additional compensation for such additional services or work.

G. Notwithstanding the foregoing, the City reserves the right, in its sole discretion, to disregard the rotation in any Service Category and select ("direct select") a specific firm to perform the required services.

IV. TERMINATION OF WORK ASSIGNMENTS

The City shall have the right at any time to terminate a Work Assignment. In that event, the Consultant shall cease work and shall deliver to the City all documents (including reports, designs, specifications, and all other data) prepared or obtained by the Consultant in connection with the Work Assignment. The City shall, upon receipt of the aforesaid documents, pay to the Consultant and the Consultant shall accept as full payment for its services, a sum of money equal to (1) the fee for each completed and accepted task as shown in the Work Assignment, plus (2) the fee for the percentage of the work completed in any authorized but completed task, less (3) all previous payments made for the same task.

V. COMPENSATION AND PAYMENT OF CONSULTANT'S SERVICE

A. Each Work Assignment shall include all profit, direct and indirect labor costs, personnel related costs, overhead and administrative costs, travel related out-of-pocket expenses and costs, and all other costs which are necessary to provide the services as outlined in this Agreement. Mark-up for subcontracted services shall not exceed 10% of actual cost.

B. The maximum compensation for each Work Assignment shall be determined individually by the City as the need for a Work Assignment arises.

C. Consultant acknowledges and agrees that no minimum amount of work is guaranteed under this Agreement and City may elect not to issue any Work Assignments. If a Work Assignment is issued, the City reserves the right to amend, reduce or terminate the Work Assignment in its sole discretion.

D. Consultant represents and warrants that wage rates and other factual unit costs supporting the compensation relative to this Agreement shall be accurate, complete, and current at the time of entering into this Agreement. The amounts set forth in the Agreement will be adjusted to exclude any significant sums by which the Contract Price was increased where the City

determines such increase is due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such adjustments must be made within one year following completion of the Agreement.

E. The City's performance and obligations to pay under this Agreement is contingent up on an appropriation of lawfully available funds by the City Council. The City shall promptly notify the Consultant if the necessary appropriation is not made.

VI. METHOD OF PAYMENT

A. The City shall pay the Consultant in accordance with the Local Government Prompt Payment Act set forth in §218.70, et seq. F.S., upon receipt of the Consultant's invoice and written approval of same by the City's Administrative Agent indicating that the Services have been rendered in conformity with this Agreement.

B. The Consultant shall submit invoices for payment to the address indicated on the Work Assignment for the Services completed. The invoices shall set forth the charges for the completed Services in accordance with Exhibit B Fee Schedule attached hereto and incorporated herein.

C. The Consultant's invoices shall be in a form satisfactory to the City. The Consultant is responsible for providing all necessary documentation that may be required by the City.

VII. LIABILITY OF CONSULTANT

A. The Consultant shall indemnify and hold harmless the agency, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract.

B. This section shall survive the termination or expiration of this Agreement.

VIII. CONSULTANT'S INSURANCE

Consultant shall procure and maintain insurance as specified in the Solicitation.

IX. RESPONSIBILITIES OF THE CONSULTANT

A. Consultant acknowledges that it is familiar with the requirements of the Agreement Documents, and that it will perform the Services as required.

B. The Consultant agrees to respond to communication from the City within three (3) working days unless a shorter response time is specified by the City.

C. The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all reports, designs, specifications, other documents and data used or produced by or at the behest of the Consultant under this Agreement. The Consultant shall, without additional compensation, correct or revise any errors or deficiencies in its reports, designs, specifications, other documents and data.

D. The Consultant warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Consultant) to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.

E. Consultant agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a Consultant's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Agreement in accordance with the provisions contained herein.

F. The Consultant shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

G. The Consultant shall maintain books, records, documents, and other evidence directly pertaining to or connected with the Services under this Agreement which shall be available and accessible at the Consultant's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives. Such records shall be retained for a minimum of five (5) fiscal years (From October to September) after completion of the Services.

H. The Consultant shall notify the City's Administrative Agent at least one (1) day in advance of any meeting between the Consultant and any City Council Member, regulatory agency or private citizen relating to this Agreement.

I. The Consultant is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. The Consultant is not an employee, agent or servant of the City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Consultant sole direction, supervision and control. The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all aspects the Consultant's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees of the City. Consultant shall be solely responsible for providing benefits and insurance to its employees.

J. The Consultant understands and acknowledges that pursuant to Ch. 934, F.S., Security of Communications; Surveillance, the City DOES NOT CONSENT to the interception and/or disclosure of its oral, wire, or electronic communications. Accordingly, the Consultant warrants it will not utilize nor deploy any electronic, mechanical, or other device (including bots, Artificial Intelligence, or similar software) to record, transcribe, or monitor any such communication during any non-public, in-person or virtual meetings between itself and the City. Consultant activities contrary to this warranty may constitute a felony under Ch. 934, implicate Ch. 119, F.S., Public Records, and/or constitute a material breach of this section and/or other section(s) of this Agreement (e.g. Records Retention, Audits, Ethics, Compliance, and Civility). Only duly authorized City personnel may grant an exception to this prohibition on a case-by-case basis.

X. OWNERSHIP, USE AND FORMATTING OF WORK PRODUCTS

A. It is understood and agreed that the work products, including reports, designs, specifications, other documents and data developed by the Consultant in connection with the Services shall be delivered to, and shall become the property of the City upon acceptance by the City. The Consultant hereby assigns all its copyright and other proprietary interests in the products of this Agreement to the City. Specific written authority is required from the City's Administrative Agent for the Consultant to use any of the work products of this Agreement on any non-City project.

B. Notwithstanding the above, any reuse of the work products by the City on other projects will be at the risk of the City.

C. The City records all land related changes and/or activities in a Geographic Information System (GIS), the applicable version of which shall be stated in the scope. Therefore, all GIS or Computer Aided Drafting (CAD) formatted data created or modified in support of a project will be provided to the City as a project deliverable for inclusion into the City's GIS, at no additional cost. GIS data files submitted in support of a project must adhere to City GIS standards, and CAD drawings submitted must adhere to City CAD standards.

D. Computer systems and databases used for providing the documents necessary to this Agreement shall be compatible with existing City systems. City PCs run the latest version of the Windows operating system and Windows-based compatible software. Additional detail regarding City technology and system may be obtained by contacting the City's Information Technology Department.

XI. FORCE MAJEURE; PERFORMANCE OF CONSULTANT'S PERSONNEL

A. Time is of the essence in the performance of this Agreement. The Consultant specifically agrees that all work performed under the terms and conditions of this Agreement shall be completed within the time limits as set forth herein, or as otherwise identified in the Agreement Documents or as specified by the City's Administrative Agent, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

B. The Consultant shall ensure that all key personnel, support personnel, and other agents as identified in Exhibit B are fully qualified and capable to perform their assigned tasks. Any changes or substitution to the Consultant's key personnel must receive the City's Administrative Agent's written approval before said changes or substitution can become effective.

XII. OBLIGATIONS OF THE CITY

A. The City's Administrative Agent is designated to do all things necessary to properly administer the terms and conditions of this Agreement, including, but not limited to:

1. Review of all Consultant payment requests for approval or rejection; and
2. Periodic reviews of the work of the Consultant as necessary for the completion of the

Consultant's services during the period of this Agreement.

B. The City shall not provide any services to the Consultant in connection with any claim brought on behalf of or against the Consultant.

XIII. TERMINATION

A. The City shall have the right at any time upon thirty (30) calendar days' written notice to the Consultant to terminate the Services of the Consultant for convenience. In the event of termination pursuant to this paragraph, the City shall pay to the Consultant and the Consultant shall accept as full payment for its Services, a sum of money equal to the work completed in any commenced but incomplete Services.

B. Any failure of the Consultant to satisfy the requirements of this Agreement, as documented by the Administrative Agent, shall be considered a default of the Agreement and sufficient reason for termination.

1. For defaults that are curable (as determined solely by the City), the Consultant shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification.

2. For defaults that are not curable (as determined solely by the City), notice of the termination date shall be given as deemed appropriate by the City.

C. In the event the City's termination of this Agreement for default is in any way deficient, at the option of the City such termination may be deemed to be a termination for convenience pursuant to Section XII.A. above.

D. The parties may mutually agree to terminate this Agreement. Such termination shall be evidenced by a notice issued by the City. In the event of termination pursuant to this paragraph, the City shall pay to the Consultant and the Consultant shall accept as full payment for its Services, a sum of money equal to the work completed in any commenced but incomplete Services.

E. In the event that the Consultant has abandoned performance under this Agreement, then the City may terminate this Agreement upon three (3) calendar days' written notice to the Consultant indicating its intention to do so. Payment for work performed prior to the Consultant's abandonment shall be as stated in paragraph XII.D. above. Consultant shall have one hundred and eighty (180) days from the effective date of such termination to submit invoices. Invoices submitted more than one hundred and eighty (180) days after the effective date of such termination may not be accepted for payment.

F. The Consultant shall have the right to terminate Services only in the event of the City failing to pay the Consultant's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Administrative Agent.

G. The City reserves the right to terminate and cancel this Agreement in the event the Consultant shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors.

H. After consultation with and written notice to the Consultant providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to:

1. The quality of a portion, or all, of the Consultant's work not performed in accordance with the requirements of this Agreement;
2. The quantity of the Consultant's work not delivered or performed as represented in the Consultant's Payment Request, or otherwise;
3. Claims made, or likely to be made, against the City or its property;
4. Damages to the City or a third party caused by the Consultant;
5. The Consultant's failure or refusal to perform any obligation under this Agreement.

XIV. STOP WORK ORDER

A. The City's Administrative Agent, may at any time, by written order to the Consultant, require the Consultant to stop all or any part of the work called for by this Agreement. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Consultant. Upon receipt of such as order, the Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Consultant shall not resume work unless specifically so directed in writing by the City. Before the stop work order expires unless it is extended, the Administrative Agent shall take one of the following actions:

   1. Cancel the stop work order; or
   2. Terminate the work covered by the order; or
   3. Terminate this Agreement in accordance with the provisions contained in Section XII.A.

B. In the event the City elects not to direct the Consultant to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XII.A. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the City does not direct the Consultant to resume work within ninety (90) days, the Consultant may terminate this Agreement.

XV. DISPUTE RESOLUTION

A. To the extent Chapter 558, F.S. is applicable, the parties expressly opt out of the requirements of Chapter 558, F.S., within the meaning of §558.005(1), F.S.

B. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Manatee County, Florida, with the parties sharing equally in the cost of such mediation.

C. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.

D. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Manatee County, Florida, or where proper subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and

venue of such courts, including any objection based on forum non conveniens.

E. The parties hereby waive all rights to trial by jury for any litigation concerning this Agreement.

F. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.

G. Unless otherwise agreed in writing, the Consultant shall be required to continue its service and all other obligations under this Agreement during the pendency of any claim or dispute including, but not limited to, the actual period of mediation or judicial proceeding.

XVI. PUBLIC RECORDS

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

City of Bradenton
City Clerk
101 Old Main Street
Bradenton, FL 34205

Phone: 941-932-9400
Email: Cityclerk@Cityofbradenton.com

XVII. MISCELLANEOUS

A. The Agreement Documents constitute the sole and complete understanding between the parties and supersede all other Agreements between them, whether oral or written with respect to the subject matter. No amendment, change order or addendum to the Agreement Documents is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

B. The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.

C. The parties hereto do not intend, nor shall this Agreement be construed, to grant any rights, privileges, or interest to any third party.

D. If the Consultant is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

E. The Consultant shall not assign or transfer any rights, interests, or obligations under this Agreement (whether by novation or otherwise) without the prior written consent of the City, except that claims for the money due or to become due to the Consultant from the City under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the City. Written notice of any such transfer or assignment due to bankruptcy shall be promptly given to the City.

F. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

G. The failure of any party hereto to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of such party's rights or deprive such party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

H. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be unaffected thereby and shall remain valid and enforceable as to each party.

I. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

J. Neither the City's review, approval or acceptance of, nor payment for, the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement.

K. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies available at law or in equity.

L. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

M. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the address below:

Consultant's Representative:

Name:	Taylor Henninge, PSM
Title:	Regional Manager
Address:	551 N. Cattleman Rd, Suite 106
	Sarasota, FL 34240
Telephone:	(941) 379-3404
E-Mail:	thenninge@mckimcreed.com

City's Administrative Agent:

Name:	David Cronkhite
Title:	City Surveyor
Address:	888 13th Ave E
	Bradenton, FL 34208
Telephone:	941-462-1984
E-Mail:	David.Cronkhite@bradentonFL.gov

With a copy to: Blalock Walters, P.A.
Attn: Scott E. Rudacille, Esq.
802 11th Street West
Bradenton, Florida 34205
srudacille@blalockwalters.com

N. Any change in the City's Administrative Agent or the Consultant's Representative will be promptly communicated in writing by the party making the change.

O. Paragraph headings are for convenience of the parties and for reference purposes only and shall be given no legal effect.

P. The Solicitation and all attachments and addenda thereto are hereby incorporated in the Agreement by this reference.

Consultant and City acknowledge having read and understood this Agreement and hereby agree to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the date last written below.

MCKIM & CREED, INC

By: Taylor Henninge 2026.03.20 08:27:17-04'00'

Print Name: Taylor Henninge
(Title of Authorized Representative)

Date: 03/20/2026

Title: Regional Manager

CITY OF BRADENTON

By: _____
GENE BROWN
Mayor

Date: _____

ATTEST:

By: _____
TAMARA MELTON
City Clerk

Approved as to form:

By: _____
SCOTT E. RUDACILLE
City Attorney

EXHIBIT A
SCOPE OF SERVICES

1. Scope of Services

A. The Consultant shall provide surveying and mapping services on a project specific as needed basis/ This work shall include the following types of services and meet the Standards of Practice of the Florida Administrative Code (FAC) Chapter 5J-17.051–053, .060, and .062, Florida Administrative Code. Types of surveys and mapping projects may include, but are not limited to:

1. Boundary and ALTA surveys
2. Topographic surveys
3. Aerial or drone surveys
4. Right-of-way surveys and maps
5. Hydrographic surveys
6. Quantity surveys
7. Record or as-built surveys
8. Subsurface utility engineering (SUE) surveys
9. Easement creation and/or location
10. Preparation of legal descriptions and sketches of description
11. Construction layout surveys
12. GPS services
13. LIDAR (aerial and terrestrial)
14. Other related surveying and mapping services as required

B. The Consultant shall provide documents printed on a media format size of 22” x 34" or the format requested by the City, which shall include signed and sealed paper copies and the final product in AutoCAD format.

EXHIBIT B
KEY PERSONNEL

Job Title	Staff Name
Sr. Surveyor/Project Manager III	Pete Mattson
Sr. Surveyor/Project Manager III	Joel McGee
Sr. Surveyor/Project Manager III	Matt Laluzerne
Sr. Surveyor/Project Manager II	Taylor Henninge
Sr. Surveyor/Project Manager II	Daniel Rutkosky
Sr. Surveyor/Project Manager II	Steven Unrue
Sr. Surveyor/Project Manager I	Johnny Beland
Sr. Surveyor/Project Manager I	Ryan Leath
Sr. Surveyor/Project Manager I	Derek Crowell
Project Surveyor	Thomas Cherry
Project Surveyor	Jonathan Nobles
Survey CAD Technician - Senior	Scott Knight
Survey CAD Technician - Senior	Nicholas Weber
Survey CAD Technician	Kofi Brefo
Survey CAD Technician	Jamie Bentley
Survey CAD Technician	Brian Larson
Survey Field Supervisor	Wyatt Shippey
Project Coordinator III	Derek Crowell
Project Coordinator II	Andrew Phillips
Project Coordinator II	Michael Thompson

EXHIBIT B
KEY PERSONNEL

Project Coordinator I	Clint Chavis
Regional SUE Director	Samuel Hall
Regional SUE Director	William Wudte
Director of SUE	Tony Zullo
Utility Engineering Project Manager - Sr.	Chris Minick
Utility Engineering Project Manager	Ryan King
Utility Engineering Project Manager	Justin Walker
Utility Engineering Project Manager	Neil Eppig
Utility Coordinator II	Pamela Young
Utility Coordinator I	Merissa Erickson
Utility Engineering Technician II	Anthony Jenkins
Utility Engineering Technician II	Ty Olsen
Utility Engineering Technician II	Selena Williams
Utility Engineering Technician I	Scott Harris
Utility Engineering Technician I	Camden Heflin
Utility Engineering Technician I	Eric Jones
Utility Engineering Analyst	Josh Schultz
Utility Engineering Analyst	Austin Stroming
Utility Engineering Analyst	Ty Dao
Utility Engineering Specialist	Matt Warner
Hydrographic Division Manager	Jared Lambert
Hydrographic Regional Manager	Martin Taylor

EXHIBIT B
KEY PERSONNEL

Hydrographic Project Manager	Terry McKiven
Hydrographic Project Manager	Gabriela DeOliveira
Hydrographic Project Coordinator I	Jeremy Starkey
LIDAR Technician III	Trevor Tyson
LIDAR Technician III	Sarah Stillman
LIDAR Technician III	Christopher Striba
LIDAR Technician II	Milton Branan
LIDAR Technician II	Getti Striba
LIDAR Technician I	Noah Bremer
Photogrammetrist	Robert Crawshaw
Photogrammetric Technician	Zach Saavedra
Photogrammetric Technician	Shelby Jones
Photogrammetric Technician	Ravi Soneja
Project Administrator - Senior	Sue Rudd
Project Administrator	Angie Kolin
Administrative Assistant	Shelly Ludwig

EXHIBIT C
HOURLY RATES

Job Classification	Hourly Rate
Sr. Surveyor/Project Manager III	$260.00
Sr. Surveyor/Project Manager II	$232.00
Sr. Surveyor/Project Manager I	$200.00
Project Surveyor	$190.00
Survey CAD Technician - Senior	$140.00
Survey CAD Technician	$105.00
Survey Field Supervisor	$125.00
Project Coordinator III	$164.00
Project Coordinator II	$143.00
Project Coordinator I	$125.00
Field Survey Party (Three-Person Crew)	$250.00
Field Survey Party (Two- Person Crew)	$190.00
Field Survey Party (One-Person Crew)	$120.00
Regional SUE Director.	$300.00
Director of SUE.	$250.00
Utility Engineering Project Manager - Sr.	$230.00
Utility Engineering Project Manager	$188.00
Utility Coordinator II	$166.00
Utility Coordinator I	$110.00
Utility Engineering Technician II	$94.00

EXHIBIT C
HOURLY RATES

Utility Engineering Technician I	$79.00
Utility Engineering Analyst	$120.00
Utility Engineering Specialist	$141.00
Utility Engineering Party (2 Person Crew)	$188.00
Utility Engineering Party (3 Person Crew)	$250.00
Hydrographic Division Manager	$233.00
Hydrographic Regional Manager	$218.00
Hydrographic Project Manager	$188.00
Hydrographic Project Coordinator I	$154.00
Hydrographic Specialist III	$150.00
Hydrographic Specialist II	$130.00
Hydrographic Specialist I	$110.00
LIDAR Technician III	$140.00
LIDAR Technician II	$113.00
LIDAR Technician I	$84.00
Photogrammetrist	$233.00
Photogrammetric Technician	$122.00
Project Administrator - Senior	$138.00
Project Administrator	$96.00
Administrative Assistant	$80.00

AGREEMENT FOR
PROFESSIONAL SURVEY AND MAPPING SERVICES

THIS AGREEMENT (the "Agreement") is made and entered into as of the date of execution by both parties, by and between the **City of Bradenton**, a political subdivision of the State of Florida (the "City"), and **LJA Engineering, Inc.**, a Texas corporation authorized to do business in the State of Florida (the "Consultant").

WITNESSETH

WHEREAS, the City required a consultant to provide Professional Survey and Mapping Services; and

WHEREAS, the City issued Request for Qualifications (RFQ) 26-010MK on November 3, 2025 (the "Solicitation"); and

WHEREAS, the City evaluated the proposals in accordance with §287.055, F.S.; and

WHEREAS, the Consultant has reviewed the services required pursuant to this Agreement and is qualified, willing, and able to provide and perform all such services in accordance with its terms; and

WHEREAS, the parties desire to enter into a contract setting forth the terms and conditions of their agreement.

NOW, THEREFORE, the City and the Consultant, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, do agree as follows:

I. AGREEMENT DOCUMENTS AND SCOPE OF CONSULTANT'S SERVICES

The Scope of Services, Key Personnel, and Hourly Rates are attached hereto, and the Solicitation (including all attachments thereto), and Consultant's Proposal are made part hereof by this reference, and the terms and provisions contained therein shall be incorporated into this Agreement as if fully stated herein (the documents attached hereto, this Agreement, and any Work Assignment(s) hereinafter issued pursuant to this Agreement shall be collectively referred to herein as the "Agreement Documents"). To the extent there is conflict among the terms and provisions of the Agreement Documents, the order of precedence shall be the order in which the Agreement Documents are listed below:

1. Contract and any addenda;
2. Work Assignment(s);
3. Scope of Services;
4. Key Personnel;
5. Hourly Rates;
6. Purchase Order(s);
7. Solicitation; and
8. Consultant's Proposal.

The Consultant agrees to diligently provide all materials, services, and labor for Professional Survey and Mapping Services in accordance with the Scope of Services, attached as Exhibit A incorporated herein (the "Services").

II. TERM

This Agreement shall commence immediately upon execution by both the City and the Consultant and shall continue for an initial period of three (3) years. The Agreement may be renewed for up to two (2) additional one-year periods by written Agreement of both parties.

III. WORK ASSIGNMENTS

A. Consultant shall be engaged to perform specific work through the issuance of a negotiated work assignment ("Work Assignment").

B. Consultant acknowledges that the City has entered into multiple agreements with various firms (collectively with Consultant, the "Firms") for the Services and Work Assignments shall be issued on a rotational basis.

1. Work Assignments shall be issued in accordance with §287.055(2)(g). F.S
2. For each services category identified in the Scope of Services (the "Service Categories"), Purchasing will place the Firms in the City's professional services library in the order they are ranked, with the highest scoring Firm placed in the first position in the rotation.
3. As each Work Assignment is identified, the next Firm in the rotation will be offered the opportunity to negotiate that Work Assignment with the City's Administrative Agent.
4. Should a Firm decline a Work Assignment, fail to respond, or be unable to reach a satisfactory fee negotiation with the City within a reasonable time frame, the City will contact the next Firm on the list until the Work Assignment is successfully negotiated.
    i. Firms will have the option of rejecting one (1) Work Assignment within each Service Category within a twelve-month period without penalty. A second Work Assignment rejection within a Service Category during any twelve-month period will cause the Firm to be skipped in the rotation for the subsequent Work Assignment within the Service Category. A Firm who rejects three (3) Work Assignments (or is unable to satisfactorily negotiate three (3) Work Assignments) in any twelve-month period will be removed from the Service Category.
    ii. Firms wishing to reject a Work Assignment for any reason must provide a rejection notification document in form and substance satisfactory to the City. A copy of this form must be provided to Purchasing by the City's Administrative Agent.
5. After notification by the City, the Consultant and City shall negotiate a scope of work, time schedule, and budget for performance of the work. When the scope of work, time schedule and budget are mutually agreeable, the Work Assignment shall be executed by the parties.

C. Consultant will identify and provide qualifications of sub-consultants during the Work Assignment negotiations. The City reserves the right to review and approve all sub-consultants identified in the Work Assignment prior to execution of the Work Assignment.

D. Amendments to Work Assignments shall reference original Work Assignment scope and all items as detailed in section III.B.5 to which they relate. No amendment to a Work Assignment is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

E. If the City's Administrative Agent requires the Consultant to perform additional services related to a Work Assignment, then the Consultant shall be entitled to additional compensation based on the Fee Schedule, as amended, to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Agreement by written amendment. The City shall not pay for any additional services or work performed prior to the execution of a written amendment to the Work Assignment.

F. Notwithstanding the preceding, in the event additional services or work are required as a result of error, omission, or negligence of the Consultant, the Consultant shall not be entitled to additional compensation for such additional services or work.

G. Notwithstanding the foregoing, the City reserves the right, in its sole discretion, to disregard the rotation in any Service Category and select ("direct select") a specific firm to perform the required services.

IV. TERMINATION OF WORK ASSIGNMENTS

The City shall have the right at any time to terminate a Work Assignment. In that event, the Consultant shall cease work and shall deliver to the City all documents (including reports, designs, specifications, and all other data) prepared or obtained by the Consultant in connection with the Work Assignment. The City shall, upon receipt of the aforesaid documents, pay to the Consultant and the Consultant shall accept as full payment for its services, a sum of money equal to (1) the fee for each completed and accepted task as shown in the Work Assignment, plus (2) the fee for the percentage of the work completed in any authorized but completed task, less (3) all previous payments made for the same task.

V. COMPENSATION AND PAYMENT OF CONSULTANT'S SERVICE

A. Each Work Assignment shall include all profit, direct and indirect labor costs, personnel related costs, overhead and administrative costs, travel related out-of-pocket expenses and costs, and all other costs which are necessary to provide the services as outlined in this Agreement. Mark-up for subcontracted services shall not exceed 10% of actual cost.

B. The maximum compensation for each Work Assignment shall be determined individually by the City as the need for a Work Assignment arises.

C. Consultant acknowledges and agrees that no minimum amount of work is guaranteed under this Agreement and City may elect not to issue any Work Assignments. If a Work Assignment is issued, the City reserves the right to amend, reduce or terminate the Work Assignment in its sole discretion.

D. Consultant represents and warrants that wage rates and other factual unit costs supporting the compensation relative to this Agreement shall be accurate, complete, and current at the time of entering into this Agreement. The amounts set forth in the Agreement will be adjusted to exclude any significant sums by which the Contract Price was increased where the City

determines such increase is due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such adjustments must be made within one year following completion of the Agreement.

E. The City's performance and obligations to pay under this Agreement is contingent up on an appropriation of lawfully available funds by the City Council. The City shall promptly notify the Consultant if the necessary appropriation is not made.

VI. METHOD OF PAYMENT

A. The City shall pay the Consultant in accordance with the Local Government Prompt Payment Act set forth in §218.70, et seq. F.S., upon receipt of the Consultant's invoice and written approval of same by the City's Administrative Agent indicating that the Services have been rendered in conformity with this Agreement.

B. The Consultant shall submit invoices for payment to the address indicated on the Work Assignment for the Services completed. The invoices shall set forth the charges for the completed Services in accordance with Exhibit B Fee Schedule attached hereto and incorporated herein.

C. The Consultant's invoices shall be in a form satisfactory to the City. The Consultant is responsible for providing all necessary documentation that may be required by the City.

VII. LIABILITY OF CONSULTANT

A. The Consultant shall save, defend, indemnify and hold harmless the City from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Consultant arising out of or in any way connected with the Consultant or sub-consultant's performance or failure to perform under the terms of this Agreement.

B. This section shall survive the termination or expiration of this Agreement.

VIII. CONSULTANT'S INSURANCE

Consultant shall procure and maintain insurance as specified in the Solicitation.

IX. RESPONSIBILITIES OF THE CONSULTANT

A. Consultant acknowledges that it is familiar with the requirements of the Agreement Documents, and that it will perform the Services as required.

B. The Consultant agrees to respond to communication from the City within three (3) working days unless a shorter response time is specified by the City.

C. The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all reports, designs, specifications, other documents and data used or produced by or at the behest of the Consultant under this Agreement. The Consultant shall, without additional compensation, correct or revise any errors or deficiencies in its reports, designs, specifications, other documents and data.

D. The Consultant warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Consultant) to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.

E. Consultant agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a Consultant's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Agreement in accordance with the provisions contained herein.

F. The Consultant shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

G. The Consultant shall maintain books, records, documents, and other evidence directly pertaining to or connected with the Services under this Agreement which shall be available and accessible at the Consultant's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives. Such records shall be retained for a minimum of five (5) fiscal years (From October to September) after completion of the Services.

H. The Consultant shall notify the City's Administrative Agent at least one (1) day in advance of any meeting between the Consultant and any City Council Member, regulatory agency or private citizen relating to this Agreement.

I. The Consultant is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. The Consultant is not an employee, agent or servant of the City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Consultant sole direction, supervision and control. The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all aspects the Consultant's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees of the City. Consultant shall be solely responsible for providing benefits and insurance to its employees.

J. The Consultant understands and acknowledges that pursuant to Ch. 934, F.S., Security of Communications; Surveillance, the City DOES NOT CONSENT to the interception and/or disclosure of its oral, wire, or electronic communications. Accordingly, the Consultant warrants it will not utilize nor deploy any electronic, mechanical, or other device (including bots, Artificial Intelligence, or similar software) to record, transcribe, or monitor any such communication during any non-public, in-person or virtual meetings between itself and the City. Consultant activities contrary to this warranty may constitute a felony under Ch. 934, implicate Ch. 119, F.S., Public Records, and/or constitute a material breach of this section and/or other section(s) of this Agreement (e.g. Records Retention, Audits, Ethics, Compliance, and Civility). Only duly authorized City personnel may grant an exception to this prohibition on a case-by-case basis.

X. OWNERSHIP, USE AND FORMATTING OF WORK PRODUCTS

A. It is understood and agreed that the work products, including reports, designs, specifications, other documents and data developed by the Consultant in connection with the Services shall be delivered to, and shall become the property of the City upon acceptance by the City. The Consultant hereby assigns all its copyright and other proprietary interests in the products of this Agreement to the City. Specific written authority is required from the City's Administrative Agent for the Consultant to use any of the work products of this Agreement on any non-City project.

B. Notwithstanding the above, any reuse of the work products by the City on other projects will be at the risk of the City.

C. The City records all land related changes and/or activities in a Geographic Information System (GIS), the applicable version of which shall be stated in the scope. Therefore, all GIS or Computer Aided Drafting (CAD) formatted data created or modified in support of a project will be provided to the City as a project deliverable for inclusion into the City's GIS, at no additional cost. GIS data files submitted in support of a project must adhere to City GIS standards, and CAD drawings submitted must adhere to City CAD standards.

D. Computer systems and databases used for providing the documents necessary to this Agreement shall be compatible with existing City systems. City PCs run the latest version of the Windows operating system and Windows-based compatible software. Additional detail regarding City technology and system may be obtained by contacting the City's Information Technology Department.

XI. FORCE MAJEURE; PERFORMANCE OF CONSULTANT'S PERSONNEL

A. Time is of the essence in the performance of this Agreement. The Consultant specifically agrees that all work performed under the terms and conditions of this Agreement shall be completed within the time limits as set forth herein, or as otherwise identified in the Agreement Documents or as specified by the City's Administrative Agent, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

B. The Consultant shall ensure that all key personnel, support personnel, and other agents as identified in Exhibit B are fully qualified and capable to perform their assigned tasks. Any changes or substitution to the Consultant's key personnel must receive the City's Administrative Agent's written approval before said changes or substitution can become effective.

XII. OBLIGATIONS OF THE CITY

A. The City's Administrative Agent is designated to do all things necessary to properly administer the terms and conditions of this Agreement, including, but not limited to:

1. Review of all Consultant payment requests for approval or rejection; and
2. Periodic reviews of the work of the Consultant as necessary for the completion of the

Consultant's services during the period of this Agreement.

B. The City shall not provide any services to the Consultant in connection with any claim brought on behalf of or against the Consultant.

XIII. TERMINATION

A. The City shall have the right at any time upon thirty (30) calendar days' written notice to the Consultant to terminate the Services of the Consultant for convenience. In the event of termination pursuant to this paragraph, the City shall pay to the Consultant and the Consultant shall accept as full payment for its Services, a sum of money equal to the work completed in any commenced but incomplete Services.

B. Any failure of the Consultant to satisfy the requirements of this Agreement, as documented by the Administrative Agent, shall be considered a default of the Agreement and sufficient reason for termination.

1. For defaults that are curable (as determined solely by the City), the Consultant shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification.

2. For defaults that are not curable (as determined solely by the City), notice of the termination date shall be given as deemed appropriate by the City.

C. In the event the City's termination of this Agreement for default is in any way deficient, at the option of the City such termination may be deemed to be a termination for convenience pursuant to Section XII.A. above.

D. The parties may mutually agree to terminate this Agreement. Such termination shall be evidenced by a notice issued by the City. In the event of termination pursuant to this paragraph, the City shall pay to the Consultant and the Consultant shall accept as full payment for its Services, a sum of money equal to the work completed in any commenced but incomplete Services.

E. In the event that the Consultant has abandoned performance under this Agreement, then the City may terminate this Agreement upon three (3) calendar days' written notice to the Consultant indicating its intention to do so. Payment for work performed prior to the Consultant's abandonment shall be as stated in paragraph XII.D. above. Consultant shall have one hundred and eighty (180) days from the effective date of such termination to submit invoices. Invoices submitted more than one hundred and eighty (180) days after the effective date of such termination may not be accepted for payment.

F. The Consultant shall have the right to terminate Services only in the event of the City failing to pay the Consultant's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Administrative Agent.

G. The City reserves the right to terminate and cancel this Agreement in the event the Consultant shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors.

H. After consultation with and written notice to the Consultant providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to:

1. The quality of a portion, or all, of the Consultant's work not performed in accordance with the requirements of this Agreement;
2. The quantity of the Consultant's work not delivered or performed as represented in the Consultant's Payment Request, or otherwise;
3. Claims made, or likely to be made, against the City or its property;
4. Damages to the City or a third party caused by the Consultant;
5. The Consultant's failure or refusal to perform any obligation under this Agreement.

XIV. STOP WORK ORDER

A. The City's Administrative Agent, may at any time, by written order to the Consultant, require the Consultant to stop all or any part of the work called for by this Agreement. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Consultant. Upon receipt of such as order, the Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Consultant shall not resume work unless specifically so directed in writing by the City. Before the stop work order expires unless it is extended, the Administrative Agent shall take one of the following actions:

1. Cancel the stop work order; or
2. Terminate the work covered by the order; or
3. Terminate this Agreement in accordance with the provisions contained in Section XII.A.

B. In the event the City elects not to direct the Consultant to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XII.A. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the City does not direct the Consultant to resume work within ninety (90) days, the Consultant may terminate this Agreement.

XV. DISPUTE RESOLUTION

A. To the extent Chapter 558, F.S. is applicable, the parties expressly opt out of the requirements of Chapter 558, F.S., within the meaning of §558.005(1), F.S.

B. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Manatee County, Florida, with the parties sharing equally in the cost of such mediation.

C. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.

D. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Manatee County, Florida, or where proper subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and

venue of such courts, including any objection based on forum non conveniens.

E. The parties hereby waive all rights to trial by jury for any litigation concerning this Agreement.

F. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.

G. Unless otherwise agreed in writing, the Consultant shall be required to continue its service and all other obligations under this Agreement during the pendency of any claim or dispute including, but not limited to, the actual period of mediation or judicial proceeding.

XVI. PUBLIC RECORDS

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

City of Bradenton
City Clerk
101 Old Main Street
Bradenton, FL 34205

Phone: **941-932-9400**
Email: **Cityclerk@Cityofbradenton.com**

XVII. MISCELLANEOUS

A. The Agreement Documents constitute the sole and complete understanding between the parties and supersede all other Agreements between them, whether oral or written with respect to the subject matter. No amendment, change order or addendum to the Agreement Documents is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

B. The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.

C. The parties hereto do not intend, nor shall this Agreement be construed, to grant any rights, privileges, or interest to any third party.

D. If the Consultant is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

E. The Consultant shall not assign or transfer any rights, interests, or obligations under this Agreement (whether by novation or otherwise) without the prior written consent of the City, except that claims for the money due or to become due to the Consultant from the City under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the City. Written notice of any such transfer or assignment due to bankruptcy shall be promptly given to the City.

F. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

G. The failure of any party hereto to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of such party's rights or deprive such party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

H. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be unaffected thereby and shall remain valid and enforceable as to each party.

I. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

J. Neither the City's review, approval or acceptance of, nor payment for, the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement.

K. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies available at law or in equity.

L. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

M. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the address below:

Consultant's Representative:

Name: Steve Burkholder
Title: Sr. Project Manager
Address: 6710 Professional Parkway W. Suite 301
Sarasota, FL 34240
Telephone: (941) 232-7715
E-Mail: sburkholder@lja.com

City's Administrative Agent:

Name: David Cronkhite
Title: City Surveyor
Address: 888 13th Ave E
Bradenton, FL 34208
Telephone: 941-462-1984
E-Mail: David.Cronkhite@bradentonFL.gov

With a copy to: Blalock Walters, P.A.
Attn: Scott E. Rudacille, Esq.
802 11th Street West
Bradenton, Florida 34205
srudacille@blalockwalters.com

N. Any change in the City's Administrative Agent or the Consultant's Representative will be promptly communicated in writing by the party making the change.

O. Paragraph headings are for convenience of the parties and for reference purposes only and

shall be given no legal effect.

P. The Solicitation and all attachments and addenda thereto are hereby incorporated in the Agreement by this reference.

Consultant and City acknowledge having read and understood this Agreement and hereby agree to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the date last written below.

Steven E Burkholder

Digitally signed by Steven E Burkholder
Date: 2026.03.16 09:39:39 -04'00'

LJA ENGINEERING, INC

By: _____

Print Name: STEVEN E. BURKHOLDER
(Title of Authorized Representative)

Date: 3/16/2026

Title: VICE PRESIDENT

CITY OF BRADENTON

By: _____
GENE BROWN
Mayor

Date: _____

ATTEST:

By: _____
TAMARA MELTON
City Clerk

Approved as to form:

By: _____
SCOTT E. RUDACILLE
City Attorney

5464738v1

EXHIBIT A
SCOPE OF SERVICES

1. Scope of Services

A. The Consultant shall provide surveying and mapping services on a project specific as needed basis/ This work shall include the following types of services and meet the Standards of Practice of the Florida Administrative Code (FAC) Chapter 5J-17.051–053, .060, and .062, Florida Administrative Code. Types of surveys and mapping projects may include, but are not limited to:

1. Boundary and ALTA surveys
2. Topographic surveys
3. Aerial or drone surveys
4. Right-of-way surveys and maps
5. Hydrographic surveys
6. Quantity surveys
7. Record or as-built surveys
8. Subsurface utility engineering (SUE) surveys
9. Easement creation and/or location
10. Preparation of legal descriptions and sketches of description
11. Construction layout surveys
12. GPS services
13. LIDAR (aerial and terrestrial)
14. Other related surveying and mapping services as required

B. The Consultant shall provide documents printed on a media format size of 22" x 34" or the format requested by the City, which shall include signed and sealed paper copies and the final product in AutoCAD format.

EXHIBIT B
KEY PERSONNEL

Staff Name	Job Title
Steve Burkholder	Sr. Project Manager
Scott Grossman	Sr. Project Manager
George Hackney	Sr. Project Manager
Mark Tester	Survey Project Manager
Donnie Lambert	Geospatial Services Manager
Dylan Rabalais	GIS Services Manager
Jose Rodriguez	Sr. Survey Technician
Matt Bradburn	Survey Technician
Sara Hoffman	Administrative Assistant

EXHIBIT C
HOURLY RATES

Job Classification	Hourly Rate
Sr. Project Manager	$230.00
Survey Project Manager	$205.00
Geospatial Services Manager	$205.00
GIS Services Manager	$175.00
Sr. Survey Technician	$135.00
Survey Technician	$120.00
Administrative Assistant	$100.00
Expert Witness/Court Appearances	$400.00
UAV/LIDAR Survey Crew	$430.00
Survey Crew	$235.00

AGREEMENT FOR
PROFESSIONAL SURVEY AND MAPPING SERVICES

THIS AGREEMENT (the "Agreement") is made and entered into as of the date of execution by both parties, by and between the **City of Bradenton**, a political subdivision of the State of Florida (the "City"), and **ZNS Engineering, LC**, a Florida limited liability company (the "Consultant").

WITNESSETH

WHEREAS, the City required a consultant to provide Professional Survey and Mapping Services; and

WHEREAS, the City issued Request for Qualifications (RFQ) 26-010MK on November 3, 2025 (the "Solicitation"); and

WHEREAS, the City evaluated the proposals in accordance with §287.055, F.S.; and

WHEREAS, the Consultant has reviewed the services required pursuant to this Agreement and is qualified, willing, and able to provide and perform all such services in accordance with its terms; and

WHEREAS, the parties desire to enter into a contract setting forth the terms and conditions of their agreement.

NOW, THEREFORE, the City and the Consultant, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, do agree as follows:

I. AGREEMENT DOCUMENTS AND SCOPE OF CONSULTANT'S SERVICES

The Scope of Services, Key Personnel, and Hourly Rates are attached hereto, and the Solicitation (including all attachments thereto), and Consultant's Proposal are made part hereof by this reference, and the terms and provisions contained therein shall be incorporated into this Agreement as if fully stated herein (the documents attached hereto, this Agreement, and any Work Assignment(s) hereinafter issued pursuant to this Agreement shall be collectively referred to herein as the "Agreement Documents"). To the extent there is conflict among the terms and provisions of the Agreement Documents, the order of precedence shall be the order in which the Agreement Documents are listed below:

1. Contract and any addenda;
2. Work Assignment(s);
3. Scope of Services;
4. Key Personnel;
5. Hourly Rates;
6. Purchase Order(s);
7. Solicitation; and
8. Consultant's Proposal.

The Consultant agrees to diligently provide all materials, services, and labor for Professional Survey and Mapping Services in accordance with the Scope of Services, attached as Exhibit A incorporated herein (the "Services").

II. TERM

This Agreement shall commence immediately upon execution by both the City and the Consultant and shall continue for an initial period of three (3) years. The Agreement may be renewed for up to two (2) additional one-year periods by written Agreement of both parties.

III. WORK ASSIGNMENTS

A. Consultant shall be engaged to perform specific work through the issuance of a negotiated work assignment ("Work Assignment").

B. Consultant acknowledges that the City has entered into multiple agreements with various firms (collectively with Consultant, the "Firms") for the Services and Work Assignments shall be issued on a rotational basis.

1. Work Assignments shall be issued in accordance with §287.055(2)(g). F.S
2. For each services category identified in the Scope of Services (the "Service Categories"), Purchasing will place the Firms in the City's professional services library in the order they are ranked, with the highest scoring Firm placed in the first position in the rotation.
3. As each Work Assignment is identified, the next Firm in the rotation will be offered the opportunity to negotiate that Work Assignment with the City's Administrative Agent.
4. Should a Firm decline a Work Assignment, fail to respond, or be unable to reach a satisfactory fee negotiation with the City within a reasonable time frame, the City will contact the next Firm on the list until the Work Assignment is successfully negotiated.
    i. Firms will have the option of rejecting one (1) Work Assignment within each Service Category within a twelve-month period without penalty. A second Work Assignment rejection within a Service Category during any twelve-month period will cause the Firm to be skipped in the rotation for the subsequent Work Assignment within the Service Category. A Firm who rejects three (3) Work Assignments (or is unable to satisfactorily negotiate three (3) Work Assignments) in any twelve-month period will be removed from the Service Category.
    ii. Firms wishing to reject a Work Assignment for any reason must provide a rejection notification document in form and substance satisfactory to the City. A copy of this form must be provided to Purchasing by the City's Administrative Agent.
5. After notification by the City, the Consultant and City shall negotiate a scope of work, time schedule, and budget for performance of the work. When the scope of work, time schedule and budget are mutually agreeable, the Work Assignment shall be executed by the parties.

C. Consultant will identify and provide qualifications of sub-consultants during the Work Assignment negotiations. The City reserves the right to review and approve all sub-consultants identified in the Work Assignment prior to execution of the Work Assignment.

D. Amendments to Work Assignments shall reference original Work Assignment scope and all items as detailed in section III.B.5 to which they relate. No amendment to a Work Assignment is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

E. If the City's Administrative Agent requires the Consultant to perform additional services related to a Work Assignment, then the Consultant shall be entitled to additional compensation based on the Fee Schedule, as amended, to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Agreement by written amendment. The City shall not pay for any additional services or work performed prior to the execution of a written amendment to the Work Assignment.

F. Notwithstanding the preceding, in the event additional services or work are required as a result of error, omission, or negligence of the Consultant, the Consultant shall not be entitled to additional compensation for such additional services or work.

G. Notwithstanding the foregoing, the City reserves the right, in its sole discretion, to disregard the rotation in any Service Category and select ("direct select") a specific firm to perform the required services.

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The City shall have the right at any time to terminate a Work Assignment. In that event, the Consultant shall cease work and shall deliver to the City all documents (including reports, designs, specifications, and all other data) prepared or obtained by the Consultant in connection with the Work Assignment. The City shall, upon receipt of the aforesaid documents, pay to the Consultant and the Consultant shall accept as full payment for its services, a sum of money equal to (1) the fee for each completed and accepted task as shown in the Work Assignment, plus (2) the fee for the percentage of the work completed in any authorized but completed task, less (3) all previous payments made for the same task.

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C. Consultant acknowledges and agrees that no minimum amount of work is guaranteed under this Agreement and City may elect not to issue any Work Assignments. If a Work Assignment is issued, the City reserves the right to amend, reduce or terminate the Work Assignment in its sole discretion.

D. Consultant represents and warrants that wage rates and other factual unit costs supporting the compensation relative to this Agreement shall be accurate, complete, and current at the time of entering into this Agreement. The amounts set forth in the Agreement will be adjusted to exclude any significant sums by which the Contract Price was increased where the City

determines such increase is due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such adjustments must be made within one year following completion of the Agreement.

E. The City's performance and obligations to pay under this Agreement is contingent up on an appropriation of lawfully available funds by the City Council. The City shall promptly notify the Consultant if the necessary appropriation is not made.

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A. The City shall pay the Consultant in accordance with the Local Government Prompt Payment Act set forth in §218.70, et seq. F.S., upon receipt of the Consultant's invoice and written approval of same by the City's Administrative Agent indicating that the Services have been rendered in conformity with this Agreement.

B. The Consultant shall submit invoices for payment to the address indicated on the Work Assignment for the Services completed. The invoices shall set forth the charges for the completed Services in accordance with Exhibit B Fee Schedule attached hereto and incorporated herein.

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B. This section shall survive the termination or expiration of this Agreement.

VIII. CONSULTANT'S INSURANCE

Consultant shall procure and maintain insurance as specified in the Solicitation.

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A. Consultant acknowledges that it is familiar with the requirements of the Agreement Documents, and that it will perform the Services as required.

B. The Consultant agrees to respond to communication from the City within three (3) working days unless a shorter response time is specified by the City.

C. The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all reports, designs, specifications, other documents and data used or produced by or at the behest of the Consultant under this Agreement. The Consultant shall, without additional compensation, correct or revise any errors or deficiencies in its reports, designs, specifications, other documents and data.

D. The Consultant warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Consultant) to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.

E. Consultant agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a Consultant's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Agreement in accordance with the provisions contained herein.

F. The Consultant shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

G. The Consultant shall maintain books, records, documents, and other evidence directly pertaining to or connected with the Services under this Agreement which shall be available and accessible at the Consultant's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives. Such records shall be retained for a minimum of five (5) fiscal years (From October to September) after completion of the Services.

H. The Consultant shall notify the City's Administrative Agent at least one (1) day in advance of any meeting between the Consultant and any City Council Member, regulatory agency or private citizen relating to this Agreement.

I. The Consultant is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. The Consultant is not an employee, agent or servant of the City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Consultant sole direction, supervision and control. The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all aspects the Consultant's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees of the City. Consultant shall be solely responsible for providing benefits and insurance to its employees.

J. The Consultant understands and acknowledges that pursuant to Ch. 934, F.S., Security of Communications; Surveillance, the City DOES NOT CONSENT to the interception and/or disclosure of its oral, wire, or electronic communications. Accordingly, the Consultant warrants it will not utilize nor deploy any electronic, mechanical, or other device (including bots, Artificial Intelligence, or similar software) to record, transcribe, or monitor any such communication during any non-public, in-person or virtual meetings between itself and the City. Consultant activities contrary to this warranty may constitute a felony under Ch. 934, implicate Ch. 119, F.S., Public Records, and/or constitute a material breach of this section and/or other section(s) of this Agreement (e.g. Records Retention, Audits, Ethics, Compliance, and Civility). Only duly authorized City personnel may grant an exception to this prohibition on a case-by-case basis.

X. OWNERSHIP, USE AND FORMATTING OF WORK PRODUCTS

A. It is understood and agreed that the work products, including reports, designs, specifications, other documents and data developed by the Consultant in connection with the Services shall be delivered to, and shall become the property of the City upon acceptance by the City. The Consultant hereby assigns all its copyright and other proprietary interests in the products of this Agreement to the City. Specific written authority is required from the City's Administrative Agent for the Consultant to use any of the work products of this Agreement on any non-City project.

B. Notwithstanding the above, any reuse of the work products by the City on other projects will be at the risk of the City.

C. The City records all land related changes and/or activities in a Geographic Information System (GIS), the applicable version of which shall be stated in the scope. Therefore, all GIS or Computer Aided Drafting (CAD) formatted data created or modified in support of a project will be provided to the City as a project deliverable for inclusion into the City's GIS, at no additional cost. GIS data files submitted in support of a project must adhere to City GIS standards, and CAD drawings submitted must adhere to City CAD standards.

D. Computer systems and databases used for providing the documents necessary to this Agreement shall be compatible with existing City systems. City PCs run the latest version of the Windows operating system and Windows-based compatible software. Additional detail regarding City technology and system may be obtained by contacting the City's Information Technology Department.

XI. FORCE MAJEURE; PERFORMANCE OF CONSULTANT'S PERSONNEL

A. Time is of the essence in the performance of this Agreement. The Consultant specifically agrees that all work performed under the terms and conditions of this Agreement shall be completed within the time limits as set forth herein, or as otherwise identified in the Agreement Documents or as specified by the City's Administrative Agent, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

B. The Consultant shall ensure that all key personnel, support personnel, and other agents as identified in Exhibit B are fully qualified and capable to perform their assigned tasks. Any changes or substitution to the Consultant's key personnel must receive the City's Administrative Agent's written approval before said changes or substitution can become effective.

XII. OBLIGATIONS OF THE CITY

A. The City's Administrative Agent is designated to do all things necessary to properly administer the terms and conditions of this Agreement, including, but not limited to:

1. Review of all Consultant payment requests for approval or rejection; and
2. Periodic reviews of the work of the Consultant as necessary for the completion of the

Consultant's services during the period of this Agreement.

B. The City shall not provide any services to the Consultant in connection with any claim brought on behalf of or against the Consultant.

XIII. TERMINATION

A. The City shall have the right at any time upon thirty (30) calendar days' written notice to the Consultant to terminate the Services of the Consultant for convenience. In the event of termination pursuant to this paragraph, the City shall pay to the Consultant and the Consultant shall accept as full payment for its Services, a sum of money equal to the work completed in any commenced but incomplete Services.

B. Any failure of the Consultant to satisfy the requirements of this Agreement, as documented by the Administrative Agent, shall be considered a default of the Agreement and sufficient reason for termination.

1. For defaults that are curable (as determined solely by the City), the Consultant shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification.

2. For defaults that are not curable (as determined solely by the City), notice of the termination date shall be given as deemed appropriate by the City.

C. In the event the City's termination of this Agreement for default is in any way deficient, at the option of the City such termination may be deemed to be a termination for convenience pursuant to Section XII.A. above.

D. The parties may mutually agree to terminate this Agreement. Such termination shall be evidenced by a notice issued by the City. In the event of termination pursuant to this paragraph, the City shall pay to the Consultant and the Consultant shall accept as full payment for its Services, a sum of money equal to the work completed in any commenced but incomplete Services.

E. In the event that the Consultant has abandoned performance under this Agreement, then the City may terminate this Agreement upon three (3) calendar days' written notice to the Consultant indicating its intention to do so. Payment for work performed prior to the Consultant's abandonment shall be as stated in paragraph XII.D. above. Consultant shall have one hundred and eighty (180) days from the effective date of such termination to submit invoices. Invoices submitted more than one hundred and eighty (180) days after the effective date of such termination may not be accepted for payment.

F. The Consultant shall have the right to terminate Services only in the event of the City failing to pay the Consultant's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Administrative Agent.

G. The City reserves the right to terminate and cancel this Agreement in the event the Consultant shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors.

H. After consultation with and written notice to the Consultant providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to:

1. The quality of a portion, or all, of the Consultant's work not performed in accordance with the requirements of this Agreement;
2. The quantity of the Consultant's work not delivered or performed as represented in the Consultant's Payment Request, or otherwise;
3. Claims made, or likely to be made, against the City or its property;
4. Damages to the City or a third party caused by the Consultant;
5. The Consultant's failure or refusal to perform any obligation under this Agreement.

XIV. STOP WORK ORDER

A. The City's Administrative Agent, may at any time, by written order to the Consultant, require the Consultant to stop all or any part of the work called for by this Agreement. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Consultant. Upon receipt of such as order, the Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Consultant shall not resume work unless specifically so directed in writing by the City. Before the stop work order expires unless it is extended, the Administrative Agent shall take one of the following actions:

   1. Cancel the stop work order; or
   2. Terminate the work covered by the order; or
   3. Terminate this Agreement in accordance with the provisions contained in Section XII.A.

B. In the event the City elects not to direct the Consultant to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XII.A. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the City does not direct the Consultant to resume work within ninety (90) days, the Consultant may terminate this Agreement.

XV. DISPUTE RESOLUTION

A. To the extent Chapter 558, F.S. is applicable, the parties expressly opt out of the requirements of Chapter 558, F.S., within the meaning of §558.005(1), F.S.

B. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Manatee County, Florida, with the parties sharing equally in the cost of such mediation.

C. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.

D. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Manatee County, Florida, or where proper subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and

venue of such courts, including any objection based on forum non conveniens.

E. The parties hereby waive all rights to trial by jury for any litigation concerning this Agreement.

F. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.

G. Unless otherwise agreed in writing, the Consultant shall be required to continue its service and all other obligations under this Agreement during the pendency of any claim or dispute including, but not limited to, the actual period of mediation or judicial proceeding.

XVI. PUBLIC RECORDS

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

City of Bradenton
City Clerk
101 Old Main Street
Bradenton, FL 34205

Phone: 941-932-9400
Email: Cityclerk@Cityofbradenton.com

XVII. MISCELLANEOUS

A. The Agreement Documents constitute the sole and complete understanding between the parties and supersede all other Agreements between them, whether oral or written with respect to the subject matter. No amendment, change order or addendum to the Agreement Documents is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

B. The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.

C. The parties hereto do not intend, nor shall this Agreement be construed, to grant any rights, privileges, or interest to any third party.

D. If the Consultant is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

E. The Consultant shall not assign or transfer any rights, interests, or obligations under this Agreement (whether by novation or otherwise) without the prior written consent of the City, except that claims for the money due or to become due to the Consultant from the City under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the City. Written notice of any such transfer or assignment due to bankruptcy shall be promptly given to the City.

F. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

G. The failure of any party hereto to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of such party's rights or deprive such party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

H. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be unaffected thereby and shall remain valid and enforceable as to each party.

I. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

J. Neither the City's review, approval or acceptance of, nor payment for, the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement.

K. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies available at law or in equity.

L. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

M. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the address below:

Consultant's Representative:

Name:	Kavin Wilmott
Title:	Director of Survey
Address:	1023 Manatee Ave. W. 7th Floor
	Bradenton, FL 34205
Telephone:	941-748-8080
E-Mail:	kavinw@znseng.com

City's Administrative Agent:

Name:	David Cronkhite
Title:	City Surveyor
Address:	888 13th Ave E
	Bradenton, FL 34208
Telephone:	941-462-1984
E-Mail:	David.Cronkhite@bradentonFL.gov

With a copy to: Blalock Walters, P.A.
Attn: Scott E. Rudacille, Esq.
802 11th Street West
Bradenton, Florida 34205
srudacille@blalockwalters.com

N. Any change in the City's Administrative Agent or the Consultant's Representative will be promptly communicated in writing by the party making the change.

O. Paragraph headings are for convenience of the parties and for reference purposes only and shall be given no legal effect.

P. The Solicitation and all attachments and addenda thereto are hereby incorporated in the Agreement by this reference.

Consultant and City acknowledge having read and understood this Agreement and hereby agree to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the date last written below.

ZNS ENGINEERING, LC

By: _____

Print Name: KAVIN WILMOTT

(Title of Authorized Representative)

Date: 11 MARCH 2026

Title: DIRECTOR OF SURVEY

CITY OF BRADENTON

By: _____
GENE BROWN
Mayor

Date: _____

ATTEST:

By: _____
TAMARA MELTON
City Clerk

Approved as to form:

By: _____
SCOTT E. RUDACILLE
City Attorney

EXHIBIT A
SCOPE OF SERVICES

1. Scope of Services

A. The Consultant shall provide surveying and mapping services on a project specific as needed basis/ This work shall include the following types of services and meet the Standards of Practice of the Florida Administrative Code (FAC) Chapter 5J-17.051–053, .060, and .062, Florida Administrative Code. Types of surveys and mapping projects may include, but are not limited to:

1. Boundary and ALTA surveys
2. Topographic surveys
3. Aerial or drone surveys
4. Right-of-way surveys and maps
5. Hydrographic surveys
6. Quantity surveys
7. Record or as-built surveys
8. Subsurface utility engineering (SUE) surveys
9. Easement creation and/or location
10. Preparation of legal descriptions and sketches of description
11. Construction layout surveys
12. GPS services
13. LIDAR (aerial and terrestrial)
14. Other related surveying and mapping services as required

B. The Consultant shall provide documents printed on a media format size of 22” x 34" or the format requested by the City, which shall include signed and sealed paper copies and the final product in AutoCAD format.

EXHIBIT B
KEY PERSONNEL

Staff Name	Job Title
Kavin Wilmott, PSM	Director of Survey
Jeff Kistner, PSM, PLS	Survey Project Manager
David Lambert	Project Manager/Construction Stakeout Lead

EXHIBIT C
HOURLY RATES

Job Classification	Hourly Rate
Principal Professional Surveyor, PSM	$260.00
Project Manager	$225.00
Professional Surveyor, PSM	$200.00
Survey Technician	$160.00
Senior Survey Technician	$175.00
Field Crew (1 Person)	$150.00
Field Crew (2 Person)	$208.00
Field Crew (3 Person)	$265.00
Field Crew (4 Person)	$327.00
Field Crew Hydrographic/Bathymetric Surveys	$200.00
UAS Certified Pilot	$150.00
UAS Visual Observer	$80.00
Geospatial Analyst	$140.00
GIS Technician	$110.00
SUE Technician	$130.00
GPR Technician	$130.00
Administration/Clerical/Secretary	$100.00
SUBSURFACE UTILITY EXPLORATION	
Soft Dig (Dirt up to 5') Per Hole	$650.00
Soft Dig (Dirt 5' - 10') Per Hole	$850.00

EXHIBIT C
HOURLY RATES

Soft Dig (Pavement up to 5') Per Hole	$950.00
Soft Dig (Pavement up to 10') Per Hole	$1,000.00
2 Person SUE (Designation w/GPR)	$200.00
3 Person SUE (Designation w/GPR)	$300.00
4 Person SUE (Designation w/GPR) Hourly	$400.00
SUPPLEMENTAL SPECIALIZED TASKS	
Aerial (UAV) Terrestrial, Mobile, LiDAR Photogrammetry	$250.00
Vessel/Boat Hourly	$750.00

AGREEMENT FOR
PROFESSIONAL SURVEY AND MAPPING SERVICES

THIS AGREEMENT (the "Agreement") is made and entered into as of the date of execution by both parties, by and between the **City of Bradenton**, a political subdivision of the State of Florida (the "City"), and **George F. Young, Inc.**, a Florida corporation (the "Consultant").

WITNESSETH

WHEREAS, the City required a consultant to provide Professional Survey and Mapping Services; and

WHEREAS, the City issued Request for Qualifications (RFQ) 26-010MK on November 3, 2025 (the "Solicitation"); and

WHEREAS, the City evaluated the proposals in accordance with §287.055, F.S.; and

WHEREAS, the Consultant has reviewed the services required pursuant to this Agreement and is qualified, willing, and able to provide and perform all such services in accordance with its terms; and

WHEREAS, the parties desire to enter into a contract setting forth the terms and conditions of their agreement.

NOW, THEREFORE, the City and the Consultant, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, do agree as follows:

I. AGREEMENT DOCUMENTS AND SCOPE OF CONSULTANT'S SERVICES

The Scope of Services, Key Personnel, and Hourly Rates are attached hereto, and the Solicitation (including all attachments thereto), and Consultant's Proposal are made part hereof by this reference, and the terms and provisions contained therein shall be incorporated into this Agreement as if fully stated herein (the documents attached hereto, this Agreement, and any Work Assignment(s) hereinafter issued pursuant to this Agreement shall be collectively referred to herein as the "Agreement Documents"). To the extent there is conflict among the terms and provisions of the Agreement Documents, the order of precedence shall be the order in which the Agreement Documents are listed below:

1. Contract and any addenda;
2. Work Assignment(s);
3. Scope of Services;
4. Key Personnel;
5. Hourly Rates;
6. Purchase Order(s);
7. Solicitation; and
8. Consultant's Proposal.

The Consultant agrees to diligently provide all materials, services, and labor for Professional Survey and Mapping Services in accordance with the Scope of Services, attached as Exhibit A incorporated herein (the "Services").

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AGREEMENT FOR
PROFESSIONAL SURVEY AND MAPPING SERVICES

II. TERM

This Agreement shall commence immediately upon execution by both the City and the Consultant and shall continue for an initial period of three (3) years. The Agreement may be renewed for up to two (2) additional one-year periods by written Agreement of both parties.

III. WORK ASSIGNMENTS

A. Consultant shall be engaged to perform specific work through the issuance of a negotiated work assignment ("Work Assignment").

B. Consultant acknowledges that the City has entered into multiple agreements with various firms (collectively with Consultant, the "Firms") for the Services and Work Assignments shall be issued on a rotational basis.

1. Work Assignments shall be issued in accordance with §287.055(2)(g). F.S
2. For each services category identified in the Scope of Services (the "Service Categories"), Purchasing will place the Firms in the City's professional services library in the order they are ranked, with the highest scoring Firm placed in the first position in the rotation.
3. As each Work Assignment is identified, the next Firm in the rotation will be offered the opportunity to negotiate that Work Assignment with the City's Administrative Agent.
4. Should a Firm decline a Work Assignment, fail to respond, or be unable to reach a satisfactory fee negotiation with the City within a reasonable time frame, the City will contact the next Firm on the list until the Work Assignment is successfully negotiated.
    i. Firms will have the option of rejecting one (1) Work Assignment within each Service Category within a twelve-month period without penalty. A second Work Assignment rejection within a Service Category during any twelve-month period will cause the Firm to be skipped in the rotation for the subsequent Work Assignment within the Service Category. A Firm who rejects three (3) Work Assignments (or is unable to satisfactorily negotiate three (3) Work Assignments) in any twelve-month period will be removed from the Service Category.
    ii. Firms wishing to reject a Work Assignment for any reason must provide a rejection notification document in form and substance satisfactory to the City. A copy of this form must be provided to Purchasing by the City's Administrative Agent.
5. After notification by the City, the Consultant and City shall negotiate a scope of work, time schedule, and budget for performance of the work. When the scope of work, time schedule and budget are mutually agreeable, the Work Assignment shall be executed by the parties.

C. Consultant will identify and provide qualifications of sub-consultants during the Work Assignment negotiations. The City reserves the right to review and approve all sub-consultants identified in the Work Assignment prior to execution of the Work Assignment.

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D. Amendments to Work Assignments shall reference original Work Assignment scope and all items as detailed in section III.B.5 to which they relate. No amendment to a Work Assignment is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

E. If the City's Administrative Agent requires the Consultant to perform additional services related to a Work Assignment, then the Consultant shall be entitled to additional compensation based on the Fee Schedule, as amended, to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Agreement by written amendment. The City shall not pay for any additional services or work performed prior to the execution of a written amendment to the Work Assignment.

F. Notwithstanding the preceding, in the event additional services or work are required as a result of error, omission, or negligence of the Consultant, the Consultant shall not be entitled to additional compensation for such additional services or work.

G. Notwithstanding the foregoing, the City reserves the right, in its sole discretion, to disregard the rotation in any Service Category and select ("direct select") a specific firm to perform the required services.

IV. TERMINATION OF WORK ASSIGNMENTS

The City shall have the right at any time to terminate a Work Assignment. In that event, the Consultant shall cease work and shall deliver to the City all documents (including reports, designs, specifications, and all other data) prepared or obtained by the Consultant in connection with the Work Assignment. The City shall, upon receipt of the aforesaid documents, pay to the Consultant and the Consultant shall accept as full payment for its services, a sum of money equal to (1) the fee for each completed and accepted task as shown in the Work Assignment, plus (2) the fee for the percentage of the work completed in any authorized but completed task, less (3) all previous payments made for the same task.

V. COMPENSATION AND PAYMENT OF CONSULTANT'S SERVICE

A. Each Work Assignment shall include all profit, direct and indirect labor costs, personnel related costs, overhead and administrative costs, travel related out-of-pocket expenses and costs, and all other costs which are necessary to provide the services as outlined in this Agreement. Mark-up for subcontracted services shall not exceed 10% of actual cost.

B. The maximum compensation for each Work Assignment shall be determined individually by the City as the need for a Work Assignment arises.

C. Consultant acknowledges and agrees that no minimum amount of work is guaranteed under this Agreement and City may elect not to issue any Work Assignments. If a Work Assignment is issued, the City reserves the right to amend, reduce or terminate the Work Assignment in its sole discretion.

D. Consultant represents and warrants that wage rates and other factual unit costs supporting the compensation relative to this Agreement shall be accurate, complete, and current at the time of entering into this Agreement. The amounts set forth in the Agreement will be adjusted to exclude any significant sums by which the Contract Price was increased where the City

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determines such increase is due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such adjustments must be made within one year following completion of the Agreement.

E. The City's performance and obligations to pay under this Agreement is contingent up on an appropriation of lawfully available funds by the City Council. The City shall promptly notify the Consultant if the necessary appropriation is not made.

VI. METHOD OF PAYMENT

A. The City shall pay the Consultant in accordance with the Local Government Prompt Payment Act set forth in §218.70, et seq. F.S., upon receipt of the Consultant's invoice and written approval of same by the City's Administrative Agent indicating that the Services have been rendered in conformity with this Agreement.

B. The Consultant shall submit invoices for payment to the address indicated on the Work Assignment for the Services completed. The invoices shall set forth the charges for the completed Services in accordance with Exhibit B Fee Schedule attached hereto and incorporated herein.

C. The Consultant's invoices shall be in a form satisfactory to the City. The Consultant is responsible for providing all necessary documentation that may be required by the City.

VII. LIABILITY OF CONSULTANT

A. The Consultant shall save, defend, indemnify and hold harmless the City from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Consultant arising out of or in any way connected with the Consultant or sub-consultant's performance or failure to perform under the terms of this Agreement.

B. This section shall survive the termination or expiration of this Agreement.

VIII. CONSULTANT'S INSURANCE

Consultant shall procure and maintain insurance as specified in the Solicitation.

IX. RESPONSIBILITIES OF THE CONSULTANT

A. Consultant acknowledges that it is familiar with the requirements of the Agreement Documents, and that it will perform the Services as required.

B. The Consultant agrees to respond to communication from the City within three (3) working days unless a shorter response time is specified by the City.

C. The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all reports, designs, specifications, other documents and data used or produced by or at the behest of the Consultant under this Agreement. The Consultant shall, without additional compensation, correct or revise any errors or deficiencies in its reports, designs, specifications, other documents and data.

FAL

D. The Consultant warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Consultant) to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.

E. Consultant agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a Consultant's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Agreement in accordance with the provisions contained herein.

F. The Consultant shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

G. The Consultant shall maintain books, records, documents, and other evidence directly pertaining to or connected with the Services under this Agreement which shall be available and accessible at the Consultant's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives. Such records shall be retained for a minimum of five (5) fiscal years (From October to September) after completion of the Services.

H. The Consultant shall notify the City's Administrative Agent at least one (1) day in advance of any meeting between the Consultant and any City Council Member, regulatory agency or private citizen relating to this Agreement.

I. The Consultant is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. The Consultant is not an employee, agent or servant of the City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Consultant sole direction, supervision and control. The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all aspects the Consultant's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees of the City. Consultant shall be solely responsible for providing benefits and insurance to its employees.

J. The Consultant understands and acknowledges that pursuant to Ch. 934, F.S., Security of Communications; Surveillance, the City DOES NOT CONSENT to the interception and/or disclosure of its oral, wire, or electronic communications. Accordingly, the Consultant warrants it will not utilize nor deploy any electronic, mechanical, or other device (including bots, Artificial Intelligence, or similar software) to record, transcribe, or monitor any such communication during any non-public, in-person or virtual meetings between itself and the City. Consultant activities contrary to this warranty may constitute a felony under Ch. 934, implicate Ch. 119, F.S., Public Records, and/or constitute a material breach of this section and/or other section(s) of this Agreement (e.g. Records Retention, Audits, Ethics, Compliance, and Civility). Only duly authorized City personnel may grant an exception to this prohibition on a case-by-case basis.

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X. OWNERSHIP, USE AND FORMATTING OF WORK PRODUCTS

A. It is understood and agreed that the work products, including reports, designs, specifications, other documents and data developed by the Consultant in connection with the Services shall be delivered to, and shall become the property of the City upon acceptance by the City. The Consultant hereby assigns all its copyright and other proprietary interests in the products of this Agreement to the City. Specific written authority is required from the City's Administrative Agent for the Consultant to use any of the work products of this Agreement on any non-City project.

B. Notwithstanding the above, any reuse of the work products by the City on other projects will be at the risk of the City.

C. The City records all land related changes and/or activities in a Geographic Information System (GIS), the applicable version of which shall be stated in the scope. Therefore, all GIS or Computer Aided Drafting (CAD) formatted data created or modified in support of a project will be provided to the City as a project deliverable for inclusion into the City's GIS, at no additional cost. GIS data files submitted in support of a project must adhere to City GIS standards, and CAD drawings submitted must adhere to City CAD standards.

D. Computer systems and databases used for providing the documents necessary to this Agreement shall be compatible with existing City systems. City PCs run the latest version of the Windows operating system and Windows-based compatible software. Additional detail regarding City technology and system may be obtained by contacting the City's Information Technology Department.

XI. FORCE MAJEURE; PERFORMANCE OF CONSULTANT'S PERSONNEL

A. Time is of the essence in the performance of this Agreement. The Consultant specifically agrees that all work performed under the terms and conditions of this Agreement shall be completed within the time limits as set forth herein, or as otherwise identified in the Agreement Documents or as specified by the City's Administrative Agent, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

B. The Consultant shall ensure that all key personnel, support personnel, and other agents as identified in Exhibit B are fully qualified and capable to perform their assigned tasks. Any changes or substitution to the Consultant's key personnel must receive the City's Administrative Agent's written approval before said changes or substitution can become effective.

XII. OBLIGATIONS OF THE CITY

A. The City's Administrative Agent is designated to do all things necessary to properly administer the terms and conditions of this Agreement, including, but not limited to:

1. Review of all Consultant payment requests for approval or rejection; and
2. Periodic reviews of the work of the Consultant as necessary for the completion of the

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Consultant's services during the period of this Agreement.

B. The City shall not provide any services to the Consultant in connection with any claim brought on behalf of or against the Consultant.

XIII. TERMINATION

A. The City shall have the right at any time upon thirty (30) calendar days' written notice to the Consultant to terminate the Services of the Consultant for convenience. In the event of termination pursuant to this paragraph, the City shall pay to the Consultant and the Consultant shall accept as full payment for its Services, a sum of money equal to the work completed in any commenced but incomplete Services.

B. Any failure of the Consultant to satisfy the requirements of this Agreement, as documented by the Administrative Agent, shall be considered a default of the Agreement and sufficient reason for termination.

1. For defaults that are curable (as determined solely by the City), the Consultant shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification.

2. For defaults that are not curable (as determined solely by the City), notice of the termination date shall be given as deemed appropriate by the City.

C. In the event the City's termination of this Agreement for default is in any way deficient, at the option of the City such termination may be deemed to be a termination for convenience pursuant to Section XII.A. above.

D. The parties may mutually agree to terminate this Agreement. Such termination shall be evidenced by a notice issued by the City. In the event of termination pursuant to this paragraph, the City shall pay to the Consultant and the Consultant shall accept as full payment for its Services, a sum of money equal to the work completed in any commenced but incomplete Services.

E. In the event that the Consultant has abandoned performance under this Agreement, then the City may terminate this Agreement upon three (3) calendar days' written notice to the Consultant indicating its intention to do so. Payment for work performed prior to the Consultant's abandonment shall be as stated in paragraph XII.D. above. Consultant shall have one hundred and eighty (180) days from the effective date of such termination to submit invoices. Invoices submitted more than one hundred and eighty (180) days after the effective date of such termination may not be accepted for payment.

F. The Consultant shall have the right to terminate Services only in the event of the City failing to pay the Consultant's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Administrative Agent.

G. The City reserves the right to terminate and cancel this Agreement in the event the Consultant shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors.

H. After consultation with and written notice to the Consultant providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to:

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1. The quality of a portion, or all, of the Consultant's work not performed in accordance with the requirements of this Agreement;
2. The quantity of the Consultant's work not delivered or performed as represented in the Consultant's Payment Request, or otherwise;
3. Claims made, or likely to be made, against the City or its property;
4. Damages to the City or a third party caused by the Consultant;
5. The Consultant's failure or refusal to perform any obligation under this Agreement.

XIV. STOP WORK ORDER

A. The City's Administrative Agent, may at any time, by written order to the Consultant, require the Consultant to stop all or any part of the work called for by this Agreement. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Consultant. Upon receipt of such as order, the Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Consultant shall not resume work unless specifically so directed in writing by the City. Before the stop work order expires unless it is extended, the Administrative Agent shall take one of the following actions:

1. Cancel the stop work order; or
2. Terminate the work covered by the order; or
3. Terminate this Agreement in accordance with the provisions contained in Section XII.A.

B. In the event the City elects not to direct the Consultant to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XII.A. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the City does not direct the Consultant to resume work within ninety (90) days, the Consultant may terminate this Agreement.

XV. DISPUTE RESOLUTION

A. To the extent Chapter 558, F.S. is applicable, the parties expressly opt out of the requirements of Chapter 558, F.S., within the meaning of §558.005(1), F.S.

B. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Manatee County, Florida, with the parties sharing equally in the cost of such mediation.

C. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.

D. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Manatee County, Florida, or where proper subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and

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venue of such courts, including any objection based on forum non conveniens.

E. The parties hereby waive all rights to trial by jury for any litigation concerning this Agreement.

F. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.

G. Unless otherwise agreed in writing, the Consultant shall be required to continue its service and all other obligations under this Agreement during the pendency of any claim or dispute including, but not limited to, the actual period of mediation or judicial proceeding.

XVI. PUBLIC RECORDS

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

City of Bradenton
City Clerk
101 Old Main Street
Bradenton, FL 34205

Phone: **941-932-9400**
Email: **Cityclerk@Cityofbradenton.com**

XVII. MISCELLANEOUS

A. The Agreement Documents constitute the sole and complete understanding between the parties and supersede all other Agreements between them, whether oral or written with respect to the subject matter. No amendment, change order or addendum to the Agreement Documents is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

B. The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.

C. The parties hereto do not intend, nor shall this Agreement be construed, to grant any rights, privileges, or interest to any third party.

D. If the Consultant is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

E. The Consultant shall not assign or transfer any rights, interests, or obligations under this Agreement (whether by novation or otherwise) without the prior written consent of the City, except that claims for the money due or to become due to the Consultant from the City under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the City. Written notice of any such transfer or assignment due to bankruptcy shall be promptly given to the City.

F. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

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AGREEMENT FOR
PROFESSIONAL SURVEY AND MAPPING SERVICES

G. The failure of any party hereto to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of such party's rights or deprive such party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

H. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be unaffected thereby and shall remain valid and enforceable as to each party.

I. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

J. Neither the City's review, approval or acceptance of, nor payment for, the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement.

K. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies available at law or in equity.

L. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

M. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the address below:

Consultant's Representative:

Name: Peter Lutz, PSM
Title: Vice President, Surveying/LWR
Address: 10540 Portal Crossing, Suite 105
Bradenton, FL 34211
Telephone: (941) 747-2981
E-Mail: lutz@georgefyoung.com

City's Administrative Agent:

Name: David Cronkhite
Title: City Surveyor
Address: 888 13th Ave E
Bradenton, FL 34208
Telephone: 941-462-1984
E-Mail: David.Cronkhite@bradentonFL.gov

With a copy to: Blalock Walters, P.A.
Attn: Scott E. Rudacille, Esq.
802 11th Street West
Bradenton, Florida 34205
srudacille@blalockwalters.com

N. Any change in the City's Administrative Agent or the Consultant's Representative will be promptly communicated in writing by the party making the change.

O. Paragraph headings are for convenience of the parties and for reference purposes only and shall be given no legal effect.

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AGREEMENT FOR
PROFESSIONAL SURVEY AND MAPPING SERVICES

P. The Solicitation and all attachments and addenda thereto are hereby incorporated in the Agreement by this reference.

Consultant and City acknowledge having read and understood this Agreement and hereby agree to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the date last written below.

GEORGE F. YOUNG, INC

By: F. Peter Lute, Jr

Print Name: F. Peter Lute, Jr P.S.M V.P. Survey
(Title of Authorized Representative)

Date: 03/10/2024

Title: V.P. Survey .

CITY OF BRADENTON

By: _____
GENE BROWN
Mayor

Date: _____

ATTEST:

By: _____
TAMARA MELTON
City Clerk

Approved as to form:

By: _____
SCOTT E. RUDACILLE
City Attorney

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EXHIBIT A
SCOPE OF SERVICES

1. Scope of Services

A. The Consultant shall provide surveying and mapping services on a project specific as needed basis/ This work shall include the following types of services and meet the Standards of Practice of the Florida Administrative Code (FAC) Chapter 5J-17.051–053, .060, and .062, Florida Administrative Code. Types of surveys and mapping projects may include, but are not limited to:

1. Boundary and ALTA surveys
2. Topographic surveys
3. Aerial or drone surveys
4. Right-of-way surveys and maps
5. Hydrographic surveys
6. Quantity surveys
7. Record or as-built surveys
8. Subsurface utility engineering (SUE) surveys
9. Easement creation and/or location
10. Preparation of legal descriptions and sketches of description
11. Construction layout surveys
12. GPS services
13. LIDAR (aerial and terrestrial)
14. Other related surveying and mapping services as required

B. The Consultant shall provide documents printed on a media format size of 22" x 34" or the format requested by the City, which shall include signed and sealed paper copies and the final product in AutoCAD format.

EXHIBIT B
KEY PERSONNEL

Staff Name	Job Title
STEVEN HEISE	PRINCIPAL-IN-CHARGE
PETE LUTZ	PROJECT MANAGER
SHANE CHRISTY	PROJECT SURVEYOR 4
TREVOR HATCH	PROJECT SURVEYOR 4
MICHAEL CURLEY	PROJECT SURVEYOR 3
MATTHEW SMITH	PROJECT SURVEYOR 2
RON MURPHY	SUE PROJECT MANAGER
RYAN CLARK	GIS SUPPORT

EXHIBIT C
HOURLY RATES

Job Classification	Hourly Rate
PRINCIPAL-IN-CHARGE	$ 260.00
PROJECT MANAGER	$ 260.00
PROJECT SURVEYOR 4	$ 260.00
PROJECT SURVEYOR 4	$ 260.00
PROJECT SURVEYOR 3	$ 240.00
PROJECT SURVEYOR 2	$ 195.00
SUE PROJECT MANAGER	$ 180.00
CADD TECHNICIALS	$ 135.00
GIS SUPPORT	$ 170.00
PARTY CHIEF	$ 130.00
INSTRUMENT OPERATOR	$ 90.00
ROD PERSON	$ 80.00

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AGENDA ITEM NO. 6.I

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: April 22, 2026

SUBMITTED BY: Nicholas Toth, Purchasing

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Agreements for Continuing Engineering Services - Utilities with Carollo Engineers, Inc.; Jacobs Engineering Group, Inc.; Wade Trim, Inc.; CHA Consulting, Inc.; Kimley-Horn and Associates, Inc.; McKim and Creed, Inc.; Woodard and Curran, Inc.; Jones Edmunds and Associates, Inc.

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
On December 18, 2025, City of Bradenton advertised Request for Qualifications (RFQ) 26-016NT to select a firms for Engineering Continuing Services for utilities. Notice of this RFQ was made through OpenGov, 22,156 vendors were notified, 1245 vendors viewed the solicitation, and 17 vendors submitted a proposal. On February 6, 2026, a three-member evaluation committee gathered to review and score each of the proposals. Based on the ability of professional personnel, proposer's past performance and experience, and project approach. Following scoring, eight proposers were shortlisted to participate in a presentation and question and answer session on February 20, 2026. After the presentation and question and answer session with each of the firms, the Committee reconvened, deemed all firms qualified to perform the services and rank the proposers for a Library rotation. A tie for 4th place occurred between Kimley-Horn and Associates, Inc. and CHA Consulting, Inc. Following the tie breaking procedures in the General Terms and Conditions of the solicitation, a coin toss was conducted to determine the 4th and 5th place ranking. Purchasing designated Kimley-Horn and Associates,

Inc. as "Tails" and CHA Consulting, Inc. as "Heads". CHA Consulting, Inc., having won the coin toss was awarded 4th place and Kimley-Horn and Associates, Inc. was awarded 5th place. A Notice of Recommended Award (NORA) for Carollo Engineers, Inc.; Jacobs Engineering Group, Inc.; Wade Trim, Inc.; CHA Consulting, Inc.; Kimley-Horn and Associates, Inc.; McKim and Creed, Inc.; Woodard and Curran, Inc.; Jones Edmunds and Associates, Inc. was approved on February 24, 2026. Purchasing is now bringing forward the resulting contracts.

FINANCIAL IMPACT:
Funding encumbered at the time of work assignment issuance.

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed and approved by Attorney Scott Rudacille.

SUGGESTED MOTION:
Motion to approve Agreements for Continuing Engineering Services - Utilities with Carollo Engineers, Inc.; Jacobs Engineering Group, Inc.; Wade Trim, Inc.; CHA Consulting, Inc.; Kimley-Horn and Associates, Inc.; McKim and Creed, Inc.; Woodard and Curran, Inc.; Jones Edmunds and Associates, Inc.

ATTACHMENTS:
Agreement for Continuing Engineering Services-Utilities with Carollo Engineers, Inc.
Agreement for Continuing Engineering Services-Utilities with Jacobs Engineering Group, Inc.
Agreement for Continuing Engineering Services-Utilities with Wade Trim, Inc.
Agreement for Continuing Engineering Services-Utilities with CHA Consulting, Inc.
Agreement for Continuing Engineering Services-Utilities with Kimley-Horn and Associates, Inc.
Agreement for Continuing Engineering Services-Utilities with McKim and Creed, Inc.
Agreement for Continuing Engineering Services-Utilities with Woodard and Curran, Inc.
Agreement for Continuing Engineering Services-Utilities with Jones Edmunds and Associates, Inc.

AGREEMENT FOR
CONTINUING ENGINEERING SERVICES – UTILITIES

THIS AGREEMENT (the "Agreement") is made and entered into as of the date of execution by both parties, by and between the **City of Bradenton**, a political subdivision of the State of Florida (the "City"), and **Carollo Engineers, Inc.,** a Florida corporation (the "Consultant").

WITNESSETH

WHEREAS, the City required a Consultant to provide Engineering Continuing Services for Utilities; and

WHEREAS, the City issued Request for Qualifications (RFQ) #26-016NT on December 8, 2025 (the "Solicitation"); and

WHEREAS, the City evaluated the proposals in accordance with §287.055, F.S.; and

WHEREAS, the Consultant has reviewed the services required pursuant to this Agreement and is qualified, willing, and able to provide and perform all such services in accordance with its terms; and

WHEREAS, the parties desire to enter into a contract setting forth the terms and conditions of their agreement.

NOW, THEREFORE, the City and the Consultant, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, do agree as follows:

I. AGREEMENT DOCUMENTS AND SCOPE OF CONSULTANT'S SERVICES

The Scope of Services, Key Personnel, and Hourly Rates are attached hereto, and the Solicitation (including all attachments thereto) and the Consultant's Proposal are made part hereof by this reference, and the terms and provisions contained therein shall be incorporated into this Agreement as if fully stated herein (the documents attached hereto, this Agreement, and any Purchase Order(s) hereinafter issued pursuant to this Agreement shall be collectively referred to herein as the "Agreement Documents"). To the extent there is conflict among the terms and provisions of the Agreement Documents, the order of precedence shall be the order in which the Agreement Documents are listed below:

1. Contract and any addenda;
2. General Terms and Conditions;
3. Scope of Services;
4. Key Personnel;
5. Hourly Rate;
6. Purchase Order(s);
7. Solicitation; and
8. Consultant's Proposal.

The Consultant agrees to diligently provide all materials, services, and labor for Engineering Continuing Services for Utilities Services in accordance with the Scope of Services, attached as Exhibit A, incorporated herein (the "Services").

II. TERM

This Agreement shall commence immediately upon execution by both the City and the Consultant and shall continue for an initial period of three (3) years. The Agreement may be renewed for up to two (2) additional one-year periods by written Agreement of both parties.

III. WORK ASSIGNMENTS

A. Consultant shall be engaged to perform specific work through the issuance of a negotiated work assignment ("Work Assignment").

B. Consultant acknowledges that the City has entered into multiple agreements with various firms (collectively with Consultant, the "Firms") for the Services and Work Assignments shall be issued on a rotational basis.

1. Work Assignments shall be issued in accordance with §287.055(2)(g). F.S

2. For each services category identified in the Scope of Services (the "Service Categories"), Purchasing will place the Firms in the City's professional services library in the order they are ranked, with the highest scoring Firm placed in the first position in the rotation.

3. As each Work Assignment is identified, the next Firm in the rotation will be offered the opportunity to negotiate that Work Assignment with the City's Administrative Agent.

4. Should a Firm decline a Work Assignment, fail to respond, or be unable to reach a satisfactory fee negotiation with the City within a reasonable time frame, the City will contact the next Firm on the list until the Work Assignment is successfully negotiated.

    1. Firms will have the option of rejecting one (1) Work Assignment within each Service Category within a twelve-month period without penalty. A second Work Assignment rejection within a Service Category during any twelve-month period will cause the Firm to be skipped in the rotation for the subsequent Work Assignment within the Service Category. A Firm who rejects three (3) Work Assignments (or is unable to satisfactorily negotiate three (3) Work Assignments) in any twelve-month period will be removed from the Service Category.

    2. Firms wishing to reject a Work Assignment for any reason must provide a rejection notification document in form and substance satisfactory to the City. A copy of this form must be provided to Purchasing by the City's Administrative Agent.

5. After notification by the City, the Consultant and City shall negotiate a scope of work, time schedule, and budget for performance of the work. When the scope of work, time schedule and budget are mutually agreeable, the Work Assignment shall be executed by the parties.

C. Consultants will identify and provide qualifications of sub-consultants during the Work Assignment negotiations. The City reserves the right to review and approve all sub-consultants identified in the Work Assignment prior to execution of the Work Assignment.

D. Amendments to Work Assignments shall reference original Work Assignment scope and all items as detailed in section III.B.5 to which they relate. No amendment to a Work Assignment is enforceable unless agreed to in writing by both parties and incorporated

into this Agreement.

E. If the City's Administrative Agent requires the Consultant to perform additional services related to a Work Assignment, then the Consultant shall be entitled to additional compensation based on the Hourly Rate, as amended, to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Agreement by written amendment. The City shall not pay for any additional services or work performed prior to the execution of a written amendment to the Work Assignment.

F. Notwithstanding the preceding, in the event additional services or work are required as a result of error, omission, or negligence of the Consultant, the Consultant shall not be entitled to additional compensation for such additional services or work.

G. Notwithstanding the foregoing, the City reserves the right, in its sole discretion, to disregard the rotation in any Service Category and select ("direct select") a specific firm to perform the required services.

IV. TERMINATION OF WORK ASSIGNMENTS

The City shall have the right at any time to terminate a Work Assignment. In that event, the Consultant shall cease work and shall deliver to the City all documents (including reports, designs, specifications, and all other data) prepared or obtained by the Consultant in connection with the Work Assignment. The City shall, upon receipt of the aforesaid documents, pay to the Consultant and the Consultant shall accept as full payment for its services, a sum of money equal to (1) the fee for each completed and accepted task as shown in the Work Assignment, plus (2) the fee for the percentage of the work completed in any authorized but completed task, less (3) all previous payments made for the same task.

V. COMPENSATION AND PAYMENT OF CONSULTANT'S SERVICE

A. Each Work Assignment shall include all profit, direct and indirect labor costs, personnel related costs, overhead and administrative costs, travel related out-of-pocket expenses and costs, and all other costs which are necessary to provide the services as outlined in this Agreement. Mark-up for sub-contracted services shall not exceed 10% of actual cost.

B. Consultant acknowledges and agrees that no minimum amount of work is guaranteed under this Agreement and City may elect to issue no purchase orders. If a purchase order is issued, the City reserves the right to amend, reduce or cancel the purchase order in its sole discretion.

C. Consultant represents and warrants that wage rates and other factual unit costs supporting the compensation relative to this Agreement shall be accurate, complete, and current at the time of entering into this Agreement. The amounts set forth in the Agreement will be adjusted to exclude any significant sums by which the Contract Price was increased where the City determines such increase is due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such adjustments must be made within one year following completion of the Agreement.

D. The City's performance and obligations to pay under this Agreement is contingent up on an appropriation of lawfully available funds by the City Council. The City shall promptly notify the Consultant if the necessary appropriation is not made.

VI. METHOD OF PAYMENT

A. The City shall pay the Consultant in accordance with the Local Government Prompt Payment Act set forth in §218.70, et seq. F.S., upon receipt of the Consultant's invoice and written approval of same by the City's Administrative Agent indicating that the Services have been rendered in conformity with this Agreement.

B. The Consultant shall submit invoices for payment to the address indicated on the purchase order for the Services completed. The invoices shall set forth the charges for the completed Services in accordance with the Hourly Rates attached hereto and incorporated herein.

The Consultant's invoices shall be in a form satisfactory to the City. The Consultant is responsible for providing all necessary documentation that may be required by the City.

VII. LIABILITY OF CONSULTANT

A. The Consultant shall indemnify and hold harmless the agency, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract.

B. This section shall survive the termination or expiration of this Agreement.

VIII. CONSULTANT'S INSURANCE

Consultant shall procure and maintain insurance as specified in the Solicitation.

IX. RESPONSIBILITIES OF THE CONSULTANT

A. Consultant acknowledges that it is familiar with the requirements of the Agreement Documents, and that it will perform the Services as required.

B. The Consultant agrees to respond to communication from the City within three (3) working days unless a shorter response time is specified by the City.

C. The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all reports, designs, specifications, other documents and data used or produced by or at the behest of the Consultant under this Agreement. The Consultant shall, without additional compensation, correct or revise any errors or deficiencies in its reports, designs, specifications, other documents and data.

D. The Consultant warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Consultant) to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.

E. Consultant agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a Consultant's performance, including

complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Agreement in accordance with the provisions contained herein.

F. The Consultant shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

G. The Consultant shall maintain books, records, documents, and other evidence directly pertaining to or connected with the Services under this Agreement which shall be available and accessible at the Consultant's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives. Such records shall be retained for a minimum of five (5) fiscal years (From October to September) after completion of the Services.

H. The Consultant shall notify the City's Administrative Agent at least one (1) day in advance of any meeting between the Consultant and any City Council Member, regulatory agency or private citizen relating to this Agreement.

I. The Consultant is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. The Consultant is not an employee, agent or servant of the City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Consultant sole direction, supervision and control. The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all aspects the Consultant's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees of the City. Consultant shall be solely responsible for providing benefits and insurance to its employees.

J. The Consultant understands and acknowledges that pursuant to Ch. 934, F.S., Security of Communications; Surveillance, the City DOES NOT CONSENT to the interception and/or disclosure of its oral, wire, or electronic communications. Accordingly, the Consultant warrants it will not utilize nor deploy any electronic, mechanical, or other device (including bots, Artificial Intelligence, or similar software) to record, transcribe, or monitor any such communication during any non-public, in-person or virtual meetings between itself and the City. Consultant activities contrary to this warranty may constitute a felony under Ch. 934, implicate Ch. 119, F.S., Public Records, and/or constitute a material breach of this section and/or other section(s) of this Agreement (e.g. Records Retention, Audits, Ethics, Compliance, and Civility). Only duly authorized City personnel may grant an exception to this prohibition on a case-by-case basis.

X. OWNERSHIP, USE AND FORMATTING OF WORK PRODUCTS

A. It is understood and agreed that the work products, including reports, designs, specifications, other documents and data developed by the Consultant in connection with the Services shall be delivered to, and shall become the property of the City upon acceptance by the City. The Consultant hereby assigns all its copyright and other proprietary interests in the products of this Agreement to the City. Specific written authority is required from the City's Administrative Agent for the Consultant to use any of the work products of this Agreement on any non-City project.

B. Notwithstanding the above, any reuse of the work products by the City on other projects will be at the risk of the City.

C. The City records all land-related changes and/or activities in a Geographic Information System (GIS), the applicable version of which shall be stated in the scope. Therefore, all GIS or Computer Aided Drafting (CAD) formatted data created or modified in support of a project will be provided to the City as a project deliverable for inclusion into the City's GIS, at no additional cost. GIS data files submitted in support of a project must adhere to City GIS standards, and CAD drawings submitted must adhere to City CAD standards.

D. Computer systems and databases used for providing the documents necessary to this Agreement shall be compatible with existing City systems. City PCs run the latest version of the Windows operating system and Windows-based compatible software. Additional details regarding City technology and system may be obtained by contacting the City's Information Technology Department.

XI. FORCE MAJEURE; PERFORMANCE OF CONSULTANT'S PERSONNEL

A. Time is of the essence in the performance of this Agreement. The Consultant specifically agrees that all work performed under the terms and conditions of this Agreement shall be completed within the time limits as set forth herein, or as otherwise identified in the Agreement Documents or as specified by the City's Administrative Agent, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

B. The Consultant shall ensure that all key personnel, support personnel, and other agents as identified in Exhibit B are fully qualified and capable to perform their assigned tasks. Any changes or substitution to the Consultant's key personnel must receive the City's Administrative Agent's written approval before said changes or substitution can become effective.

XII. OBLIGATIONS OF THE CITY

A. The City's Administrative Agent is designated to do all things necessary to properly administer the terms and conditions of this Agreement, including, but not limited to:

1. Review of all Consultant payment requests for approval or rejection; and
2. Periodic reviews of the work of the Consultant as necessary for the completion of the Consultant's services during the period of this Agreement.

B. The City shall not provide any services to the Consultant in connection with any claim brought on behalf of or against the Consultant.

XIII. TERMINATION

A. The City shall have the right at any time upon thirty (30) calendar days' written notice to the Consultant to terminate the Services of the Consultant for convenience. In the event of termination pursuant to this paragraph, the City shall pay to the Consultant and the Consultant

shall accept as full payment for its Services, a sum of money equal to the work completed in any commenced but incomplete Services.

B. Any failure of the Consultant to satisfy the requirements of this Agreement, as documented by the Administrative Agent, shall be considered a default of the Agreement and sufficient reason for termination.

   1. For defaults that are curable (as determined solely by the City), the Consultant shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification.

   2. For defaults that are not curable (as determined solely by the City), notice of the termination date shall be given as deemed appropriate by the City.

C. In the event the City's termination of this Agreement for default is in any way deficient, at the option of the City such termination may be deemed to be a termination for convenience pursuant to Section XII.A. above.

D. The parties may mutually agree to terminate this Agreement. Such termination shall be evidenced by a notice issued by the City. In the event of termination pursuant to this paragraph, the City shall pay to the Consultant, and the Consultant shall accept as full payment for its Services, a sum of money equal to the work completed in any commenced but incomplete Services.

E. In the event that the Consultant has abandoned performance under this Agreement, then the City may terminate this Agreement upon three (3) calendar days' written notice to the Consultant indicating its intention to do so. Payment for work performed prior to the Consultant's abandonment shall be as stated in paragraph XIID. above. Consultant shall have one hundred and eighty (180) days from the effective date of such termination to submit invoices. Invoices submitted more than one hundred and eighty (180) days after the effective date of such termination may not be accepted for payment.

F. The Consultant shall have the right to terminate Services only in the event of the City failing to pay the Consultant's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Administrative Agent.

G. The City reserves the right to terminate and cancel this Agreement in the event the Consultant shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors.

H. After consultation with and written notice to the Consultant providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to:

   1. The quality of a portion, or all, of the Consultant's work not performed in accordance with the requirements of this Agreement;

   2. The quantity of the Consultant's work not delivered or performed as represented in the Consultant's Payment Request, or otherwise;

   3. Claims made, or likely to be made, against the City or its property;

   4. Damages to the City or a third party caused by the Consultant;

   5. The Consultant's failure or refusal to perform any obligation under this Agreement.

XIV. STOP WORK ORDER

A. The City's Administrative Agent, may at any time, by written order to the Consultant, require the Consultant to stop all or any part of the work called for by this Agreement. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Consultant. Upon receipt of such as order, the Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Consultant shall not resume work unless specifically so directed in writing by the City. Before the stop work order expires unless it is extended, the Administrative Agent shall take one of the following actions:

1. Cancel the stop work order; or
2. Terminate the work covered by the order; or
3. Terminate this Agreement in accordance with the provisions contained in Section XII.A.

B. In the event the City elects not to direct the Consultant to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XII.A. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the City does not direct the Consultant to resume work within ninety (90) days, the Consultant may terminate this Agreement.

XV. DISPUTE RESOLUTION

A. To the extent Chapter 558, F.S. is applicable, the parties expressly opt out of the requirements of Chapter 558, F.S., within the meaning of §558.005(1), F.S.

B. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Manatee County, Florida, with the parties sharing equally in the cost of such mediation.

C. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.

D. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Manatee County, Florida, or where proper subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

E. The parties hereby waive all rights to trial by jury for any litigation concerning this Agreement.

F. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.

G. Unless otherwise agreed in writing, the Consultant shall be required to continue its service and all other obligations under this Agreement during the pendency of any claim or dispute including, but not limited to, the actual period of mediation or judicial proceeding.

XVI. PUBLIC RECORDS

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

City of Bradenton
City Clerk
101 Old Main Street
Bradenton, FL 34205

Phone: 941-932-9400
Email: Cityclerk@Cityofbradenton.com

XVII. MISCELLANEOUS

A. The Agreement Documents constitute the sole and complete understanding between the parties and supersede all other Agreements between them, whether oral or written with respect to the subject matter. No amendment, change order or addendum to the Agreement Documents is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

B. The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.

C. The parties hereto do not intend, nor shall this Agreement be construed, to grant any rights, privileges, or interest to any third party.

D. If the Consultant is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

E. The Consultant shall not assign or transfer any rights, interests, or obligations under this Agreement (whether by novation or otherwise) without the prior written consent of the City, except that claims for the money due or to become due to the Consultant from the City under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the City. Written notice of any such transfer or assignment due to bankruptcy shall be promptly given to the City.

F. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

G. The failure of any party hereto to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of such party's rights or deprive such party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

H. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be unaffected thereby and shall remain valid and enforceable as to each party.

I. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind

the parties.

J. Neither the City's review, approval or acceptance of, nor payment for, the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement.

K. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies available at law or in equity.

L. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

M. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the address below:

Consultant's Representative:		City's Administrative Agent:	
Name:	Kristiana Dragash, PE	Name:	Kim Clayback, PE
Title:	Contract Manager	Title:	Engineering Manager
Address:	301 North Cattleman Road, Suite 302	Address:	888 13th Ave. E.
	Sarasota, FL 34232		Bradenton, FL 34208
Telephone:	941-893-6487	Telephone:	941-708-6304
E-Mail:	kdragash@carollo.com	E-Mail:	Kim.clayback@bradentonFL.gov

With a copy to:
Blalock Walters, P.A.
Attn: Scott E. Rudacille, Esq.
802 11th Street West
Bradenton, Florida 34205
srudacille@blalockwalters.com

N. Any change in the City's Administrative Agent or the Consultant's Representative will be promptly communicated in writing by the party making the change.

O. Paragraph headings are for convenience of the parties and for reference purposes only and shall be given no legal effect.

P. The Solicitation and all attachments and addenda thereto are hereby incorporated in the Agreement by this reference.

Consultant and City acknowledge having read and understood this Agreement and hereby agree to be bound by its terms and conditions.

AGREEMENT FOR
CONTINUING ENGINEERING SERVICES – UTILITIES

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the date last written below.

CAROLLO ENGINEERS, INC.

By: Laura Baumberger

Print Name: Laura Baumberger, PE
(Title of Authorized Representative)

Date: April 9, 2026

Title: Senior Vice President

CITY OF BRADENTON

By: _____
GENE BROWN
Mayor

Date: _____

ATTEST:

By: _____
TAMARA MELTON
City Clerk

Approved as to form:

By: _____
SCOTT E. RUDACILLE
City Attorney

EXHIBIT A
SCOPE OF SERVICES

I. Overview

The Consultant shall provide professional engineering services for projects within the utility work program consisting of studies, design, permitting, and certification for all types of water and wastewater pipelines, facility improvements, lift station rehabilitation, pump station improvements, repairs and upgrades to the water and wastewater utility system.

II. Assignment of Work

A. Project sizes may vary, and tasks will be assigned based on individually negotiated work assignments.

B. Consultant shall perform all the services specified in accordance with generally accepted professional standards. Consultant shall perform all services expeditiously with professional skill, care, and orderly progress of work.

C. At least one (1) key personnel shall hold and maintain the state license(s) necessary to perform the requested work

D. All work shall conform to and comply with applicable codes, laws, ordinances, regulations and restrictions.

III. Scope of Services

A. This category of work includes professional engineering design services associated with Public Works Utilities. The work may include, but is not limited to pre-design services, design services, and Services During Construction (SDC) which shall include field and/or office administration tasks.

B. Projects may include but not limited to:

1. Regulatory permitting and compliance assistance
2. Water supply evaluation, planning, permitting, and design
3. Water transmission/distribution system modeling, planning and design
4. Water/wastewater treatment plant operations evaluation, and design
5. Wastewater collection/transmission system evaluation, modeling, planning, and design
6. Wastewater effluent/reclaimed water distribution and disposal system evaluation, planning, and design
7. Water/wastewater/reclaimed water SCADA and instrumentation system planning and design
8. Water/wastewater/reclaimed water electrical, emergency power and emergency pumping system planning and design
9. Feasibility studies
10. Value engineering

EXHIBIT A
SCOPE OF SERVICES

C. Pre-Design Phase Services

The Consultant shall produce a draft scope of services for the work to be perform as part of the design phase with in thirty (30) days of the City scheduled pre-design kick off meeting.

D. Design Phase Services

The Consultant shall design, permit, and provide bid phase services during the design phase. The services may include, but not limited to:

1. Provide project management services
2. Prepare feasibility studies, investigative studies, route analysis, and preliminary design reports.
3. Perform hydraulic modeling
4. Participate in the site and development processes.
5. Development of design plans, technical specifications, and related items for bidding projects.
6. Prepare and submit applicable permit application to the appropriate regulatory agencies and respond to Request for Addition Information for individual permits
7. Provide easement and property acquisition assistance, including preparation of legal descriptions and sketches.
8. Provide bid phase services.
9. Coordinate with other disciplines
10. Participate in collaborative project workshops, and public outreach efforts.
11. Compliance with local, state, and federal ordinances and codes.
12. Prepare record drawings

E. Construction Phase Services

SDC Provided by the Consultant may include, but not limited to:

1. Provide general program management and maintain routing contact to discuss progress and project developments with the City.
2. Lead, participate and manage pre-construction meetings, providing minutes, if applicable.
3. Review Requests for Information, submittals, verify quantities, and similar items during the construction phase.
4. Review pay applications, change orders, schedules, progress reports, and as-built drawings.
5. Prepare and certify utility systems, if needed.
6. Observe construction projects, prepare daily inspection reports, take photographs and provide to the City's Project Manager.

EXHIBIT B
KEY PERSONNEL

TITLE	PERSONNEL NAME
Assistant Professional	Kevin Nguyen
Assistant Professional	Emily Lutter
Assistant Professional	Madeline Perez
Assistant Professional	Rey Horta
Professional	Blake Harvey
Professional	Kunal Nayee
Project Professional	Nicole Cohen
Project Professional	Casey Marika
Project Professional	Anthony Horvat
Project Professional	Melanie Picket
Project Professional	Blake Harvey
Lead Project Professional	Kristen Burns
Lead Project Professional	Michele Neibergs
Senior Professional	Kristiana Dragash
Senior Professional	Angelica Gregory
Senior Professional	Karen Liang
Senior Professional	Jennifer Nyfennegger
Senior Professional	Pranjali Kumar
Senior Technical Advisor	Nestor Murray

EXHIBIT B
KEY PERSONNEL

Senior Technical Advisor	Laura Baumberger
Senior Technical Advisor	Jody Barksdale
Senior Technical Advisor	Dean Milton
Senior Technical Advisor	Andrew Gilmore
Senior Technical Advisor	Sandeep Sethi
Senior Technical Advisor	Matt Love
Senior Technical Advisor	Gerry Torres
Senior Technical Advisor	Leo Pou
GIS Technician	Kevin Christansen
Document Processing	Michelle Ryan
Document Processing	Shana Woody
Document Processing	Tracey Boywid

EXHIBIT C
HOURLY RATES

TITLE	HOURLY RATE
Assistant Professional	$ 158.00
Professional	$ 185.00
Project Professional	$ 210.00
Lead Project Professional	$ 230.00
Senior Professional	$ 268.00
Senior Technical Advisor	$ 330.00
GIS Technician	$ 145.00
Document Processing	$ 130.00

AGREEMENT FOR
ENGINEERING CONTINUING SERVICES – UTILITES

THIS AGREEMENT (the "Agreement") is made and entered into as of the date of execution by both parties, by and between the **City of Bradenton**, a political subdivision of the State of Florida (the "City"), and **Jacobs Engineering Group, Inc.,** a Florida corporation (the "Consultant").

WITNESSETH

WHEREAS, the City required a Consultant to provide Engineering Continuing Services for Utilities; and

WHEREAS, the City issued Request for Qualifications (RFQ) #26-016NT on December 8, 2025 (the "Solicitation"); and

WHEREAS, the City evaluated the proposals in accordance with §287.055, F.S.; and

WHEREAS, the Consultant has reviewed the services required pursuant to this Agreement and is qualified, willing, and able to provide and perform all such services in accordance with its terms; and

WHEREAS, the parties desire to enter into a contract setting forth the terms and conditions of their agreement.

NOW, THEREFORE, the City and the Consultant, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, do agree as follows:

I. AGREEMENT DOCUMENTS AND SCOPE OF CONSULTANT'S SERVICES

The Scope of Services, Key Personnel, and Hourly Rates are attached hereto, and the Solicitation (including all attachments thereto) and the Consultant's Proposal are made part hereof by this reference, and the terms and provisions contained therein shall be incorporated into this Agreement as if fully stated herein (the documents attached hereto, this Agreement, and any Purchase Order(s) hereinafter issued pursuant to this Agreement shall be collectively referred to herein as the "Agreement Documents"). To the extent there is conflict among the terms and provisions of the Agreement Documents, the order of precedence shall be the order in which the Agreement Documents are listed below:

1. Contract and any addenda;
2. General Terms and Conditions;
3. Scope of Services;
4. Key Personnel;
5. Hourly Rate;
6. Purchase Order(s);
7. Solicitation; and
8. Consultant's Proposal.

The Consultant agrees to diligently provide all materials, services, and labor for Engineering Continuing Services for Utilities Services in accordance with the Scope of Services, attached as Exhibit A, incorporated herein (the "Services").

II. TERM

This Agreement shall commence immediately upon execution by both the City and the Consultant and shall continue for an initial period of three (3) years. The Agreement may be renewed for up to two (2) additional one-year periods by written Agreement of both parties.

III. WORK ASSIGNMENTS

A. Consultant shall be engaged to perform specific work through the issuance of a negotiated work assignment ("Work Assignment").

B. Consultant acknowledges that the City has entered into multiple agreements with various firms (collectively with Consultant, the "Firms") for the Services and Work Assignments shall be issued on a rotational basis.

1. Work Assignments shall be issued in accordance with §287.055(2)(g). F.S

2. For each services category identified in the Scope of Services (the "Service Categories"), Purchasing will place the Firms in the City's professional services library in the order they are ranked, with the highest scoring Firm placed in the first position in the rotation.

3. As each Work Assignment is identified, the next Firm in the rotation will be offered the opportunity to negotiate that Work Assignment with the City's Administrative Agent.

4. Should a Firm decline a Work Assignment, fail to respond, or be unable to reach a satisfactory fee negotiation with the City within a reasonable time frame, the City will contact the next Firm on the list until the Work Assignment is successfully negotiated.

    1. Firms will have the option of rejecting one (1) Work Assignment within each Service Category within a twelve-month period without penalty. A second Work Assignment rejection within a Service Category during any twelve-month period will cause the Firm to be skipped in the rotation for the subsequent Work Assignment within the Service Category. A Firm who rejects three (3) Work Assignments (or is unable to satisfactorily negotiate three (3) Work Assignments) in any twelve-month period will be removed from the Service Category.

    2. Firms wishing to reject a Work Assignment for any reason must provide a rejection notification document in form and substance satisfactory to the City. A copy of this form must be provided to Purchasing by the City's Administrative Agent.

5. After notification by the City, the Consultant and City shall negotiate a scope of work, time schedule, and budget for performance of the work. When the scope of work, time schedule and budget are mutually agreeable, the Work Assignment shall be executed by the parties.

C. Consultants will identify and provide qualifications of sub-consultants during the Work Assignment negotiations. The City reserves the right to review and approve all sub-consultants identified in the Work Assignment prior to execution of the Work Assignment.

D. Amendments to Work Assignments shall reference original Work Assignment scope and all items as detailed in section III.B.5 to which they relate. No amendment to a Work Assignment is enforceable unless agreed to in writing by both parties and incorporated

into this Agreement.

E. If the City's Administrative Agent requires the Consultant to perform additional services related to a Work Assignment, then the Consultant shall be entitled to additional compensation based on the Hourly Rate, as amended, to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Agreement by written amendment. The City shall not pay for any additional services or work performed prior to the execution of a written amendment to the Work Assignment.

F. Notwithstanding the preceding, in the event additional services or work are required as a result of error, omission, or negligence of the Consultant, the Consultant shall not be entitled to additional compensation for such additional services or work.

G. Notwithstanding the foregoing, the City reserves the right, in its sole discretion, to disregard the rotation in any Service Category and select ("direct select") a specific firm to perform the required services.

IV. TERMINATION OF WORK ASSIGNMENTS

The City shall have the right at any time to terminate a Work Assignment. In that event, the Consultant shall cease work and shall deliver to the City all documents (including reports, designs, specifications, and all other data) prepared or obtained by the Consultant in connection with the Work Assignment. The City shall, upon receipt of the aforesaid documents, pay to the Consultant and the Consultant shall accept as full payment for its services, a sum of money equal to (1) the fee for each completed and accepted task as shown in the Work Assignment, plus (2) the fee for the percentage of the work completed in any authorized but completed task, less (3) all previous payments made for the same task.

V. COMPENSATION AND PAYMENT OF CONSULTANT'S SERVICE

A. Each Work Assignment shall include all profit, direct and indirect labor costs, personnel related costs, overhead and administrative costs, travel related out-of-pocket expenses and costs, and all other costs which are necessary to provide the services as outlined in this Agreement. Mark-up for sub-contracted services shall not exceed 10% of actual cost.

B. Consultant acknowledges and agrees that no minimum amount of work is guaranteed under this Agreement and City may elect to issue no purchase orders. If a purchase order is issued, the City reserves the right to amend, reduce or cancel the purchase order in its sole discretion.

C. Consultant represents and warrants that wage rates and other factual unit costs supporting the compensation relative to this Agreement shall be accurate, complete, and current at the time of entering into this Agreement. The amounts set forth in the Agreement will be adjusted to exclude any significant sums by which the Contract Price was increased where the City determines such increase is due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such adjustments must be made within one year following completion of the Agreement.

D. The City's performance and obligations to pay under this Agreement is contingent up on an appropriation of lawfully available funds by the City Council. The City shall promptly notify the Consultant if the necessary appropriation is not made.

VI. METHOD OF PAYMENT

A. The City shall pay the Consultant in accordance with the Local Government Prompt Payment Act set forth in §218.70, et seq. F.S., upon receipt of the Consultant's invoice and written approval of same by the City's Administrative Agent indicating that the Services have been rendered in conformity with this Agreement.

B. The Consultant shall submit invoices for payment to the address indicated on the purchase order for the Services completed. The invoices shall set forth the charges for the completed Services in accordance with the Hourly Rates attached hereto and incorporated herein.

The Consultant's invoices shall be in a form satisfactory to the City. The Consultant is responsible for providing all necessary documentation that may be required by the City.

VII. LIABILITY OF CONSULTANT

A. The Consultant shall indemnify and hold harmless the agency, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract.

B. This section shall survive the termination or expiration of this Agreement.

VIII. CONSULTANT'S INSURANCE

Consultant shall procure and maintain insurance as specified in the Solicitation.

IX. RESPONSIBILITIES OF THE CONSULTANT

A. Consultant acknowledges that it is familiar with the requirements of the Agreement Documents, and that it will perform the Services as required.

B. The Consultant agrees to respond to communication from the City within three (3) working days unless a shorter response time is specified by the City.

C. The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all reports, designs, specifications, other documents and data used or produced by or at the behest of the Consultant under this Agreement. The Consultant shall, without additional compensation, correct or revise any errors or deficiencies in its reports, designs, specifications, other documents and data.

D. The Consultant warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Consultant) to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.

E. Consultant agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a Consultant's performance, including

complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Agreement in accordance with the provisions contained herein.

F. The Consultant shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

G. The Consultant shall maintain books, records, documents, and other evidence directly pertaining to or connected with the Services under this Agreement which shall be available and accessible at the Consultant's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives. Such records shall be retained for a minimum of five (5) fiscal years (From October to September) after completion of the Services.

H. The Consultant shall notify the City's Administrative Agent at least one (1) day in advance of any meeting between the Consultant and any City Council Member, regulatory agency or private citizen relating to this Agreement.

I. The Consultant is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. The Consultant is not an employee, agent or servant of the City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Consultant sole direction, supervision and control. The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all aspects the Consultant's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees of the City. Consultant shall be solely responsible for providing benefits and insurance to its employees.

J. The Consultant understands and acknowledges that pursuant to Ch. 934, F.S., Security of Communications; Surveillance, the City DOES NOT CONSENT to the interception and/or disclosure of its oral, wire, or electronic communications. Accordingly, the Consultant warrants it will not utilize nor deploy any electronic, mechanical, or other device (including bots, Artificial Intelligence, or similar software) to record, transcribe, or monitor any such communication during any non-public, in-person or virtual meetings between itself and the City. Consultant activities contrary to this warranty may constitute a felony under Ch. 934, implicate Ch. 119, F.S., Public Records, and/or constitute a material breach of this section and/or other section(s) of this Agreement (e.g. Records Retention, Audits, Ethics, Compliance, and Civility). Only duly authorized City personnel may grant an exception to this prohibition on a case-by-case basis.

X. OWNERSHIP, USE AND FORMATTING OF WORK PRODUCTS

A. It is understood and agreed that the work products, including reports, designs, specifications, other documents and data developed by the Consultant in connection with the Services shall be delivered to, and shall become the property of the City upon acceptance by the City. The Consultant hereby assigns all its copyright and other proprietary interests in the products of this Agreement to the City. Specific written authority is required from the City's Administrative Agent for the Consultant to use any of the work products of this Agreement on any non-City project.

B. Notwithstanding the above, any reuse of the work products by the City on other projects will be at the risk of the City.

C. The City records all land-related changes and/or activities in a Geographic Information System (GIS), the applicable version of which shall be stated in the scope. Therefore, all GIS or Computer Aided Drafting (CAD) formatted data created or modified in support of a project will be provided to the City as a project deliverable for inclusion into the City's GIS, at no additional cost. GIS data files submitted in support of a project must adhere to City GIS standards, and CAD drawings submitted must adhere to City CAD standards.

D. Computer systems and databases used for providing the documents necessary to this Agreement shall be compatible with existing City systems. City PCs run the latest version of the Windows operating system and Windows-based compatible software. Additional details regarding City technology and system may be obtained by contacting the City's Information Technology Department.

XI. FORCE MAJEURE; PERFORMANCE OF CONSULTANT'S PERSONNEL

A. Time is of the essence in the performance of this Agreement. The Consultant specifically agrees that all work performed under the terms and conditions of this Agreement shall be completed within the time limits as set forth herein, or as otherwise identified in the Agreement Documents or as specified by the City's Administrative Agent, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

B. The Consultant shall ensure that all key personnel, support personnel, and other agents as identified in Exhibit B are fully qualified and capable to perform their assigned tasks. Any changes or substitution to the Consultant's key personnel must receive the City's Administrative Agent's written approval before said changes or substitution can become effective.

XII. OBLIGATIONS OF THE CITY

A. The City's Administrative Agent is designated to do all things necessary to properly administer the terms and conditions of this Agreement, including, but not limited to:

1. Review of all Consultant payment requests for approval or rejection; and
2. Periodic reviews of the work of the Consultant as necessary for the completion of the Consultant's services during the period of this Agreement.

B. The City shall not provide any services to the Consultant in connection with any claim brought on behalf of or against the Consultant.

XIII. TERMINATION

A. The City shall have the right at any time upon thirty (30) calendar days' written notice to the Consultant to terminate the Services of the Consultant for convenience. In the event of termination pursuant to this paragraph, the City shall pay to the Consultant and the Consultant

shall accept as full payment for its Services, a sum of money equal to the work completed in any commenced but incomplete Services.

B. Any failure of the Consultant to satisfy the requirements of this Agreement, as documented by the Administrative Agent, shall be considered a default of the Agreement and sufficient reason for termination.

    1. For defaults that are curable (as determined solely by the City), the Consultant shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification.

    2. For defaults that are not curable (as determined solely by the City), notice of the termination date shall be given as deemed appropriate by the City.

C. In the event the City's termination of this Agreement for default is in any way deficient, at the option of the City such termination may be deemed to be a termination for convenience pursuant to Section XII.A. above.

D. The parties may mutually agree to terminate this Agreement. Such termination shall be evidenced by a notice issued by the City. In the event of termination pursuant to this paragraph, the City shall pay to the Consultant, and the Consultant shall accept as full payment for its Services, a sum of money equal to the work completed in any commenced but incomplete Services.

E. In the event that the Consultant has abandoned performance under this Agreement, then the City may terminate this Agreement upon three (3) calendar days' written notice to the Consultant indicating its intention to do so. Payment for work performed prior to the Consultant's abandonment shall be as stated in paragraph XIID. above. Consultant shall have one hundred and eighty (180) days from the effective date of such termination to submit invoices. Invoices submitted more than one hundred and eighty (180) days after the effective date of such termination may not be accepted for payment.

F. The Consultant shall have the right to terminate Services only in the event of the City failing to pay the Consultant's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Administrative Agent.

G. The City reserves the right to terminate and cancel this Agreement in the event the Consultant shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors.

H. After consultation with and written notice to the Consultant providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to:

    1. The quality of a portion, or all, of the Consultant's work not performed in accordance with the requirements of this Agreement;

    2. The quantity of the Consultant's work not delivered or performed as represented in the Consultant's Payment Request, or otherwise;

    3. Claims made, or likely to be made, against the City or its property;

    4. Damages to the City or a third party caused by the Consultant;

    5. The Consultant's failure or refusal to perform any obligation under this Agreement.

XIV. STOP WORK ORDER

A. The City's Administrative Agent, may at any time, by written order to the Consultant, require the Consultant to stop all or any part of the work called for by this Agreement. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Consultant. Upon receipt of such as order, the Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Consultant shall not resume work unless specifically so directed in writing by the City. Before the stop work order expires unless it is extended, the Administrative Agent shall take one of the following actions:

1. Cancel the stop work order; or
2. Terminate the work covered by the order; or
3. Terminate this Agreement in accordance with the provisions contained in Section XIV.A.

B. In the event the City elects not to direct the Consultant to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XIV.A. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the City does not direct the Consultant to resume work within ninety (90) days, the Consultant may terminate this Agreement.

XV. DISPUTE RESOLUTION

A. To the extent Chapter 558, F.S. is applicable, the parties expressly opt out of the requirements of Chapter 558, F.S., within the meaning of §558.005(1), F.S.

B. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Manatee County, Florida, with the parties sharing equally in the cost of such mediation.

C. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.

D. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Manatee County, Florida, or where proper subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

E. The parties hereby waive all rights to trial by jury for any litigation concerning this Agreement.

F. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.

G. Unless otherwise agreed in writing, the Consultant shall be required to continue its service and all other obligations under this Agreement during the pendency of any claim or dispute including, but not limited to, the actual period of mediation or judicial proceeding.

XVI. PUBLIC RECORDS

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

City of Bradenton
City Clerk
101 Old Main Street
Bradenton, FL 34205

Phone: 941-932-9400
Email: Cityclerk@Cityofbradenton.com

XVII. MISCELLANEOUS

A. The Agreement Documents constitute the sole and complete understanding between the parties and supersede all other Agreements between them, whether oral or written with respect to the subject matter. No amendment, change order or addendum to the Agreement Documents is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

B. The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.

C. The parties hereto do not intend, nor shall this Agreement be construed, to grant any rights, privileges, or interest to any third party.

D. If the Consultant is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

E. The Consultant shall not assign or transfer any rights, interests, or obligations under this Agreement (whether by novation or otherwise) without the prior written consent of the City, except that claims for the money due or to become due to the Consultant from the City under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the City. Written notice of any such transfer or assignment due to bankruptcy shall be promptly given to the City.

F. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

G. The failure of any party hereto to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of such party's rights or deprive such party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

H. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be unaffected thereby and shall remain valid and enforceable as to each party.

I. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind

the parties.

J. Neither the City's review, approval or acceptance of, nor payment for, the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement.

K. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies available at law or in equity.

L. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

M. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the address below:

Consultant's Representative:		City's Administrative Agent:	
Name:	Mohammed Bargothi	Name:	Kim Clayback, PE
Title:	Project Manager	Title:	Engineering Manager
Address:	5401 W Kennedy Blvd. Ste 300	Address:	888 13th Ave. E.
	Tampa, FL 33609		Bradenton, FL 34208
Telephone:	813-282-3500	Telephone:	941-708-6304
E-Mail:	Mohammed.Bargothi@jacobs.com	E-Mail:	Kim.clayback@bradentonFL.gov

With a copy to:
Blalock Walters, P.A.
Attn: Scott E. Rudacille, Esq.
802 11th Street West
Bradenton, Florida 34205
srudacille@blalockwalters.com

N. Any change in the City's Administrative Agent or the Consultant's Representative will be promptly communicated in writing by the party making the change.

O. Paragraph headings are for convenience of the parties and for reference purposes only and shall be given no legal effect.

P. The Solicitation and all attachments and addenda thereto are hereby incorporated in the Agreement by this reference.

Consultant and City acknowledge having read and understood this Agreement and hereby agree to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the date last written below.

AGREEMENT FOR
ENGINEERING CONTINUING SERVICES – UTILITES

JACOBS ENGINEERING GROUP, INC.

By: Joelle S Francois

Print Name: Joelle Francois, P.E.
(Title of Authorized Representative)

Date: April 14, 2026

Title: Designated Manager

CITY OF BRADENTON

By: _____
GENE BROWN
Mayor

Date: _____

ATTEST:

By: _____
TAMARA MELTON
City Clerk

Approved as to form:

By: _____
SCOTT E. RUDACILLE
City Attorney

5490751v1

EXHIBIT A
SCOPE OF SERVICES

I. Overview

The Consultant shall provide professional engineering services for projects within the utility work program consisting of studies, design, permitting, and certification for all types of water and wastewater pipelines, facility improvements, lift station rehabilitation, pump station improvements, and repairs and upgrades to the water and wastewater utility system.

II. Assignment of Work

A. Project sizes may vary, and tasks will be assigned based on individually negotiated work assignments.
B. Consultant shall perform all the services specified in accordance with generally accepted professional standards. Consultant shall perform all services expeditiously with professional skill, care, and orderly progress of work.
C. At least one (1) key personnel shall hold and maintain the state license(s) necessary to perform the requested work
D. All work shall conform to and comply with applicable codes, laws, ordinances, regulations and restrictions.

III. Scope of Services

A. This category of work includes professional engineering design services associated with Public Works Utilities. The work may include, but is not limited to pre-design services, design services, and Services During Construction (SDC) which shall include field and/or office administration tasks.

B. Projects may include but not limited to:

1. Regulatory permitting and compliance assistance
2. Water supply evaluation, planning, permitting, and design
3. Water transmission/distribution system modeling, planning and design
4. Water/wastewater treatment plant operations evaluation, and design
5. Wastewater collection/transmission system evaluation, modeling, planning, and design
6. Wastewater effluent/reclaimed water distribution and disposal system evaluation, planning, and design
7. Water/wastewater/reclaimed water SCADA and instrumentation system planning and design
8. Water/wastewater/reclaimed water electrical, emergency power and emergency pumping system planning and design
9. Feasibility studies
10. Value engineering

EXHIBIT A
SCOPE OF SERVICES

C. Pre-Design Phase Services

The Consultant shall produce a draft scope of services for the work to be perform as part of the design phase with in thirty (30) days of the City scheduled pre-design kick off meeting.

D. Design Phase Services

The Consultant shall design, permit, and provide bid phase services during the design phase. The services may include, but not limited to:

1. Provide project management services
2. Prepare feasibility studies, investigative studies, route analysis, and preliminary design reports.
3. Perform hydraulic modeling
4. Participate in the site and development processes.
5. Development of design plans, technical specifications, and related items for bidding projects.
6. Prepare and submit applicable permit application to the appropriate regulatory agencies and respond to Request for Addition Information for individual permits
7. Provide easement and property acquisition assistance, including preparation of legal descriptions and sketches.
8. Provide bid phase services.
9. Coordinate with other disciplines
10. Participate in collaborative project workshops, and public outreach efforts.
11. Compliance with local, state, and federal ordinances and codes.
12. Prepare record drawings

E. Construction Phase Services

SDC Provided by the Consultant may include, but not limited to:

1. Provide general program management and maintain routing contact to discuss progress and project developments with the City.
2. Lead, participate and manage pre-construction meetings, providing minutes, if applicable.
3. Review Requests for Information, submittals, verify quantities, and similar items during the construction phase.
4. Review pay applications, change orders, schedules, progress reports, and as-built drawings.
5. Prepare and certify utility systems, if needed.
6. Observe construction projects, prepare daily inspection reports, take photographs and provide to the City's Project Manager

EXHIBIT B
KEY PERSONNEL

TITLE	PERSONNEL NAME
Project Manager 3	Mohammed Bargothi
Project Manager 3	Chris Sharek, PE, BCEE, ENV SP
Project Manager 3	Erik Jorgensen, PE
Project Manager 3	Jorge Atoche, PE
Principal Engineer	Leisha Pica, PE
Principal Engineer	Niel Postlethwait, PE
Principal Engineer	Randy Boe, PE
Principal Engineer	John Rickermann, PE
Principal Engineer	Dan Buonadonna, PE
Senior Engineer 3	Michelle Collins, PE
Senior Engineer 3	Cyrus Saharkhiz, PE
Senior Engineer 3	Arnab Hanra, PE
Construction Manager	Ralph Myers, GC
Regional Technologist/Specialist	Rafael Vazquez-Burney, PE
Regional Technologist/Specialist	Jason Bird, PE
Senior Environmental Scientist	Leigh Ann Cannon, ENV SP
Senior GIS Analyst	Luke Heyerdahl
Engineer 2	Steve Youssef, PE
Engineer 3	Allie Bittle, PE

EXHIBIT C
HOURLY RATE

TITLE	HOURLY RATE
Administrative	$114.33
CADD Technician	$119.48
CADD Drafter	$126.69
Senior CADD Technician	$156.56
Client Service Manager	$277.07
Community Outreach Specialist	$192.61
Construction Inspector	$144.20
Construction Manager	$180.25
Designer	$126.69
Engineering Intern 1	$126.69
Engineering Intern 2	$132.87
Engineer 1	$139.05
Engineer 2	$159.65
Engineer 3	$180.25
Senior Engineer 1	$204.97
Senior Engineer 2	$234.84
Senior Engineer 3	$277.07

EXHIBIT C
HOURLY RATE

Field Technician	$114.33
Environmental Scientist 1	$119.48
Environmental Scientist 2	$144.20
Environmental Scientist 3	$168.92
Senior Environmental Scientist	$213.21
GIS Analyst	$132.87
Senior GIS Analyst	$198.79
Hydrogeologist 1	$139.05
Hydrogeologist 2	$168.92
Hydrogeologist 3	$216.30
Senior Hydrogeologist	$283.25
Landscape Architect	$114.33
Senior Landscape Architect	$234.84
Principal Engineer (VP/Global Technologist)	$337.84
Principal Scientist	$277.07
Programmer	$216.30
Project Manager 1	$186.43
Project Manager 2	$247.20
Project Manager 3	$295.61

EXHIBIT C
HOURLY RATE

Regional Technologist/Specialist	$313.12
SCADA Programmer/Systems Analyst	$211.15
Secretary/Clerical	$114.33
Senior Drone/Aerial Imagery Specialist	$216.30

AGREEMENT FOR
ENGINEERING CONTINUING SERVICES – UTILITES

THIS AGREEMENT (the "Agreement") is made and entered into as of the date of execution by both parties, by and between the **City of Bradenton**, a political subdivision of the State of Florida (the "City"), and **Wade Trim, Inc.**, a Florida corporation (the "Consultant").

WITNESSETH

WHEREAS, the City required a consultant to provide Engineering Continuing Services for Utilities; and

WHEREAS, the City issued (RFQ) #26-016NT on December 18, 2025 (the "Solicitation"); and

WHEREAS, the City evaluated the proposals in accordance with §287.055, F.S.; and

WHEREAS, the Consultant has reviewed the services required pursuant to this Agreement and is qualified, willing, and able to provide and perform all such services in accordance with its terms; and

WHEREAS, the parties desire to enter into a contract setting forth the terms and conditions of their agreement.

NOW, THEREFORE, the City and the Consultant, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, do agree as follows:

I. AGREEMENT DOCUMENTS AND SCOPE OF CONSULTANT'S SERVICES

The Scope of Services, Key Personnel, and Hourly Rates are attached hereto, and the Solicitation (including all attachments thereto) and the Consultant's Proposal are made part hereof by this reference, and the terms and provisions contained therein shall be incorporated into this Agreement as if fully stated herein (the documents attached hereto, this Agreement, and any Purchase Order(s) hereinafter issued pursuant to this Agreement shall be collectively referred to herein as the "Agreement Documents"). To the extent there is conflict among the terms and provisions of the Agreement Documents, the order of precedence shall be the order in which the Agreement Documents are listed below:

1. Contract and any addenda;
2. General Terms and Conditions;
3. Scope of Services;
4. Key Personnel;
5. Hourly Rates;
6. Purchase Order(s);
7. Solicitation; and
8. Consultant's Proposal.

The Consultant agrees to diligently provide all materials, services, and labor for Engineering Continuing Services for Utilities in accordance with the Scope of Services, attached as Exhibit A incorporated herein (the "Services").

II. TERM

AGREEMENT FOR
ENGINEERING CONTINUING SERVICES – UTILITES

A. This Agreement shall commence immediately upon execution by both the City and the Consultant and shall continue for an initial period of three (3) years. The Agreement may be renewed for up to two (2) additional one-year periods by written Agreement of both parties.

III. WORK ASSIGNMENTS

A. Consultant shall be engaged to perform specific work through the issuance of a negotiated work assignment ("Work Assignment").

B. Consultant acknowledges that the City has entered into multiple agreements with various firms (collectively with Consultant, the "Firms") for the Services and Work Assignments shall be issued on a rotational basis.

1. Work Assignments shall be issued in accordance with §287.055(2)(g). F.S

2. For each services category identified in the Scope of Services (the "Service Categories"), Purchasing will place the Firms in the City's professional services library in the order they are ranked, with the highest scoring Firm placed in the first position in the rotation.

3. As each Work Assignment is identified, the next Firm in the rotation will be offered the opportunity to negotiate that Work Assignment with the City's Administrative Agent.

4. Should a Firm decline a Work Assignment, fail to respond, or be unable to reach a satisfactory fee negotiation with the City within a reasonable time frame, the City will contact the next Firm on the list until the Work Assignment is successfully negotiated.

    1. Firms will have the option of rejecting one (1) Work Assignment within each Service Category within a twelve-month period without penalty. A second Work Assignment rejection within a Service Category during any twelve-month period will cause the Firm to be skipped in the rotation for the subsequent Work Assignment within the Service Category. A Firm who rejects three (3) Work Assignments (or is unable to satisfactorily negotiate three (3) Work Assignments) in any twelve-month period will be removed from the Service Category.

    2. Firms wishing to reject a Work Assignment for any reason must provide a rejection notification document in form and substance satisfactory to the City. A copy of this form must be provided to Purchasing by the City's Administrative Agent.

5. After notification by the City, the Consultant and City shall negotiate a scope of work, time schedule, and budget for performance of the work. When the scope of work, time schedule and budget are mutually agreeable, the Work Assignment shall be executed by the parties.

C. Consultant will identify and provide qualifications of sub-consultants during the Work Assignment negotiations. The City reserves the right to review and approve all sub-consultants identified in the Work Assignment prior to execution of the Work Assignment.

D. Amendments to Work Assignments shall reference original Work Assignment scope and all items as detailed in section III.B.5 to which they relate. No amendment to a Work Assignment is enforceable unless agreed to in writing by both parties and incorporated

into this Agreement.

E. If the City's Administrative Agent requires the Consultant to perform additional services related to a Work Assignment, then the Consultant shall be entitled to additional compensation based on the Hour Rates, as amended, to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Agreement by written amendment. The City shall not pay for any additional services or work performed prior to the execution of a written amendment to the .Work Assignment.

F. Notwithstanding the preceding, in the event additional services or work are required as a result of error, omission, or negligence of the Consultant, the Consultant shall not be entitled to additional compensation for such additional services or work.

G. Notwithstanding the foregoing, the City reserves the right, in its sole discretion, to disregard the rotation in any Service Category and select ("direct select") a specific firm to perform the required services.

IV. TERMINATION OF WORK ASSIGNMENTS

The City shall have the right at any time to terminate a Work Assignment. In that event, the Consultant shall cease work and shall deliver to the City all documents (including reports, designs, specifications, and all other data) prepared or obtained by the Consultant in connection with the Work Assignment. The City shall, upon receipt of the aforesaid documents, pay to the Consultant and the Consultant shall accept as full payment for its services, a sum of money equal to (1) the fee for each completed and accepted task as shown in the Work Assignment, plus (2) the fee for the percentage of the work completed in any authorized but completed task, less (3) all previous payments made for the same task.

V. COMPENSATION AND PAYMENT OF CONSULTANT'S SERVICE

A. Each Work Assignment shall include all profit, direct and indirect labor costs, personnel related costs, overhead and administrative costs, travel related out-of-pocket expenses and costs, and all other costs which are necessary to provide the services as outlined in this Agreement. Mark-up for sub-contracted services shall not exceed 10% of actual cost.

B. Consultant acknowledges and agrees that no minimum amount of work is guaranteed under this Agreement and City may elect to issue no purchase orders. If a purchase order is issued, the City reserves the right to amend, reduce or cancel the purchase order in its sole discretion.

C. Consultant represents and warrants that wage rates and other factual unit costs supporting the compensation relative to this Agreement shall be accurate, complete, and current at the time of entering into this Agreement. The amounts set forth in the Agreement will be adjusted to exclude any significant sums by which the Contract Price was increased where the City determines such increase is due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such adjustments must be made within one year following completion of the Agreement.

D. The City's performance and obligations to pay under this Agreement is contingent up on an appropriation of lawfully available funds by the City Council. The City shall promptly notify the

Consultant if the necessary appropriation is not made.

VI. METHOD OF PAYMENT

A. The City shall pay the Consultant in accordance with the Local Government Prompt Payment Act set forth in §218.70, et seq. F.S., upon receipt of the Consultant's invoice and written approval of same by the City's Administrative Agent indicating that the Services have been rendered in conformity with this Agreement.

B. The Consultant shall submit invoices for payment to the address indicated on the purchase order for the Services completed. The invoices shall set forth the charges for the completed Services in accordance with the Hourly Rates attached hereto and incorporated herein.

C. The Consultant's invoices shall be in a form satisfactory to the City. The Consultant is responsible for providing all necessary documentation that may be required by the City.

VII. LIABILITY OF CONSULTANT

A. The Consultant shall indemnify and hold harmless the agency, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract.

B. This section shall survive the termination or expiration of this Agreement.

VIII. CONSULTANT'S INSURANCE

Consultant shall procure and maintain insurance as specified in the Solicitation.

IX. RESPONSIBILITIES OF THE CONSULTANT

A. Consultant acknowledges that it is familiar with the requirements of the Agreement Documents, and that it will perform the Services as required.

B. The Consultant agrees to respond to communication from the City within three (3) working days unless a shorter response time is specified by the City.

C. The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all reports, designs, specifications, other documents and data used or produced by or at the behest of the Consultant under this Agreement. The Consultant shall, without additional compensation, correct or revise any errors or deficiencies in its reports, designs, specifications, other documents and data.

D. The Consultant warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Consultant) to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.

E. Consultant agrees that it and its employees shall communicate with City employees and

members of the public in a civil manner. All aspects of a Consultant's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Agreement in accordance with the provisions contained herein.

F. The Consultant shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

G. The Consultant shall maintain books, records, documents, and other evidence directly pertaining to or connected with the Services under this Agreement which shall be available and accessible at the Consultant's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives. Such records shall be retained for a minimum of five (5) fiscal years (From October to September) after completion of the Services.

H. The Consultant shall notify the City's Administrative Agent at least one (1) day in advance of any meeting between the Consultant and any City Council Member, regulatory agency or private citizen relating to this Agreement.

I. The Consultant is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. The Consultant is not an employee, agent or servant of the City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Consultant sole direction, supervision and control. The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all aspects the Consultant's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees of the City. Consultant shall be solely responsible for providing benefits and insurance to its employees.

J. The Consultant understands and acknowledges that pursuant to Ch. 934, F.S., Security of Communications; Surveillance, the City DOES NOT CONSENT to the interception and/or disclosure of its oral, wire, or electronic communications. Accordingly, the Consultant warrants it will not utilize nor deploy any electronic, mechanical, or other device (including bots, Artificial Intelligence, or similar software) to record, transcribe, or monitor any such communication during any non-public, in-person or virtual meetings between itself and the City. Consultant activities contrary to this warranty may constitute a felony under Ch. 934, implicate Ch. 119, F.S., Public Records, and/or constitute a material breach of this section and/or other section(s) of this Agreement (e.g. Records Retention, Audits, Ethics, Compliance, and Civility). Only duly authorized City personnel may grant an exception to this prohibition on a case-by-case basis.

X. OWNERSHIP, USE AND FORMATTING OF WORK PRODUCTS

A. It is understood and agreed that the work products, including reports, designs, specifications, other documents and data developed by the Consultant in connection with the Services shall be delivered to, and shall become the property of the City upon acceptance by the City. The Consultant hereby assigns all its copyright and other proprietary interests in the products of this Agreement to the City. Specific written authority is required from the City's Administrative Agent for the Consultant to use any of the work products of this Agreement on any non-City

project.

B. Notwithstanding the above, any reuse of the work products by the City on other projects will be at the risk of the City.

C. The City records all land related changes and/or activities in a Geographic Information System (GIS), the applicable version of which shall be stated in the scope. Therefore, all GIS or Computer Aided Drafting (CAD) formatted data created or modified in support of a project will be provided to the City as a project deliverable for inclusion into the City's GIS, at no additional cost. GIS data files submitted in support of a project must adhere to City GIS standards, and CAD drawings submitted must adhere to City CAD standards.

D. Computer systems and databases used for providing the documents necessary to this Agreement shall be compatible with existing City systems. City PCs run the latest version of the Windows operating system and Windows-based compatible software. Additional detail regarding City technology and system may be obtained by contacting the City's Information Technology Department.

XI. FORCE MAJEURE; PERFORMANCE OF CONSULTANT'S PERSONNEL

A. Time is of the essence in the performance of this Agreement. The Consultant specifically agrees that all work performed under the terms and conditions of this Agreement shall be completed within the time limits as set forth herein, or as otherwise identified in the Agreement Documents or as specified by the City's Administrative Agent, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

B. The Consultant shall ensure that all key personnel, support personnel, and other agents as identified in Exhibit B are fully qualified and capable to perform their assigned tasks. Any changes or substitution to the Consultant's key personnel must receive the City's Administrative Agent's written approval before said changes or substitution can become effective.

XII. OBLIGATIONS OF THE CITY

A. The City's Administrative Agent is designated to do all things necessary to properly administer the terms and conditions of this Agreement, including, but not limited to:

1. Review of all Consultant payment requests for approval or rejection; and
2. Periodic reviews of the work of the Consultant as necessary for the completion of the Consultant's services during the period of this Agreement.

B. The City shall not provide any services to the Consultant in connection with any claim brought on behalf of or against the Consultant.

XIII. TERMINATION

A. The City shall have the right at any time upon thirty (30) calendar days' written notice to the Consultant to terminate the Services of the Consultant for convenience. In the event of

termination pursuant to this paragraph, the City shall pay to the Consultant and the Consultant shall accept as full payment for its Services, a sum of money equal to the work completed in any commenced but incomplete Services.

B. Any failure of the Consultant to satisfy the requirements of this Agreement, as documented by the Administrative Agent, shall be considered a default of the Agreement and sufficient reason for termination.

   1. For defaults that are curable (as determined solely by the City), the Consultant shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification.

   2. For defaults that are not curable (as determined solely by the City), notice of the termination date shall be given as deemed appropriate by the City.

C. In the event the City's termination of this Agreement for default is in any way deficient, at the option of the City such termination may be deemed to be a termination for convenience pursuant to Section XIV.A. above.

D. The parties may mutually agree to terminate this Agreement. Such termination shall be evidenced by a notice issued by the City. In the event of termination pursuant to this paragraph, the City shall pay to the Consultant and the Consultant shall accept as full payment for its Services, a sum of money equal to the work completed in any commenced but incomplete Services.

E. In the event that the Consultant has abandoned performance under this Agreement, then the City may terminate this Agreement upon three (3) calendar days' written notice to the Consultant indicating its intention to do so. Payment for work performed prior to the Consultant's abandonment shall be as stated in paragraph XII.D. above. Consultant shall have one hundred and eighty (180) days from the effective date of such termination to submit invoices. Invoices submitted more than one hundred and eighty (180) days after the effective date of such termination may not be accepted for payment.

F. The Consultant shall have the right to terminate Services only in the event of the City failing to pay the Consultant's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Administrative Agent.

G. The City reserves the right to terminate and cancel this Agreement in the event the Consultant shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors.

H. After consultation with and written notice to the Consultant providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to:

   1. The quality of a portion, or all, of the Consultant's work not performed in accordance with the requirements of this Agreement;

   2. The quantity of the Consultant's work not delivered or performed as represented in the Consultant's Payment Request, or otherwise;

   3. Claims made, or likely to be made, against the City or its property;

   4. Damages to the City or a third party caused by the Consultant;

   5. The Consultant's failure or refusal to perform any obligation under this Agreement.

XIV. STOP WORK ORDER

A. The City's Administrative Agent, may at any time, by written order to the Consultant, require the Consultant to stop all or any part of the work called for by this Agreement. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Consultant. Upon receipt of such as order, the Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Consultant shall not resume work unless specifically so directed in writing by the City. Before the stop work order expires unless it is extended, the Administrative Agent shall take one of the following actions:

1. Cancel the stop work order; or
2. Terminate the work covered by the order; or
3. Terminate this Agreement in accordance with the provisions contained in Section XIV.A.

B. In the event the City elects not to direct the Consultant to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XIV.A. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the City does not direct the Consultant to resume work within ninety (90) days, the Consultant may terminate this Agreement.

XV. DISPUTE RESOLUTION

A. To the extent Chapter 558, F.S. is applicable, the parties expressly opt out of the requirements of Chapter 558, F.S., within the meaning of §558.005(1), F.S.

B. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Manatee County, Florida, with the parties sharing equally in the cost of such mediation.

C. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.

D. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Manatee County, Florida, or where proper subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

E. The parties hereby waive all rights to trial by jury for any litigation concerning this Agreement.

F. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.

G. Unless otherwise agreed in writing, the Consultant shall be required to continue its service and all other obligations under this Agreement during the pendency of any claim or dispute including, but not limited to, the actual period of mediation or judicial proceeding.

XVI. PUBLIC RECORDS

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

City of Bradenton
City Clerk
101 Old Main Street
Bradenton, FL 34205

Phone: **941-932-9400**
Email: **Cityclerk@Cityofbradenton.com**

XVII. MISCELLANEOUS

A. The Agreement Documents constitute the sole and complete understanding between the parties and supersede all other Agreements between them, whether oral or written with respect to the subject matter. No amendment, change order or addendum to the Agreement Documents is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

B. The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.

C. The parties hereto do not intend, nor shall this Agreement be construed, to grant any rights, privileges, or interest to any third party.

D. If the Consultant is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

E. The Consultant shall not assign or transfer any rights, interests, or obligations under this Agreement (whether by novation or otherwise) without the prior written consent of the City, except that claims for the money due or to become due to the Consultant from the City under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the City. Written notice of any such transfer or assignment due to bankruptcy shall be promptly given to the City.

F. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

G. The failure of any party hereto to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of such party's rights or deprive such party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

H. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be unaffected thereby and shall remain valid and enforceable as to each party.

I. The parties covenant and agree that each is duly authorized to enter into and perform this

AGREEMENT FOR
ENGINEERING CONTINUING SERVICES – UTILITES

Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

J. Neither the City's review, approval or acceptance of, nor payment for, the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement.

K. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies available at law or in equity.

L. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

M. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the address below:

Consultant's Representative:		City's Administrative Agent:	
Name:	Samantha Graybill, PE	Name:	Kim Clayback, PE
Title:	Project Manager	Title:	Engineering Manager
Address:	201 Franklin Street, Suite 1350 Tampa, FL 33602	Address:	888 13th Ave E. Bradenton, FL 34208
Telephone:	813-678-2677	Telephone:	941-708-6304
E-Mail:	sgraybill@wadetrim.com	E-Mail:	Kim.clayback@bradentonfl.gov
With a copy to:	Name: Jennifer Chilson Title: General Council Address: 25251 Northline Road, Taylor, MI 48180 Telephone: 734-947-9700 E-Mail: jchilson@wadetrim.com	With a copy to:	Blalock Walters, P.A. Attn: Scott E. Rudacille, Esq. 802 11th Street West Bradenton, Florida 34205 srudacille@blalockwalters.com

N. Any change in the City's Administrative Agent or the Consultant's Representative will be promptly communicated in writing by the party making the change.

O. Paragraph headings are for convenience of the parties and for reference purposes only and shall be given no legal effect.

P. The Solicitation and all attachments and addenda thereto are hereby incorporated in the Agreement by this reference.

Consultant and City acknowledge having read and understood this Agreement and hereby agree to be bound by its terms and conditions.

AGREEMENT FOR
ENGINEERING CONTINUING SERVICES – UTILITES

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the date last written below.

WADE TRIM, INC.

By: Dennis Prevo

Print Name: Dennis Prevo
(Title of Authorized Representative)

Date: 04-06-2026

Title: Senior Vice President

CITY OF BRADENTON

By: _____
GENE BROWN
Mayor

Date: _____

ATTEST:

By: _____
TAMARA MELTON
City Clerk

Approved as to form:

By: _____
SCOTT E. RUDACILLE
City Attorney

EXHIBIT A
SCOPE OF SERVICES

I. Overview

The Consultant shall provide professional engineering services for projects within the utility work program consisting of studies, design, permitting, and certification for all types of water and wastewater pipelines, facility improvements, lift station rehabilitation, pump station improvements, repairs and upgrades to the water and wastewater utility system.

II. Assignment of Work

A. Project sizes may vary, and tasks will be assigned based on individually negotiated work assignments.
B. Consultant shall perform all the services specified in accordance with generally accepted professional standards. Consultant shall perform all services expeditiously with professional skill, care, and orderly progress of work.
C. At least one (1) key personnel shall hold and maintain the state license(s) necessary to perform the requested work
D. All work shall conform to and comply with applicable codes, laws, ordinances, regulations and restrictions.

III. Scope of Services

A. This category of work includes professional engineering design services associated with Public Works Utilities. The work may include, but is not limited to pre-design services, design services, and Services During Construction (SDC) which shall include field and/or office administration tasks.

B. Projects may include but not limited to:

1. Regulatory permitting and compliance assistance
2. Water supply evaluation, planning, permitting, and design
3. Water transmission/distribution system modeling, planning and design
4. Water/wastewater treatment plant operations evaluation, and design
5. Wastewater collection/transmission system evaluation, modeling, planning, and design
6. Wastewater effluent/reclaimed water distribution and disposal system evaluation, planning, and design
7. Water/wastewater/reclaimed water SCADA and instrumentation system planning and design
8. Water/wastewater/reclaimed water electrical, emergency power and emergency pumping system planning and design
9. Feasibility studies
10. Value engineering

EXHIBIT A
SCOPE OF SERVICES

C. Pre-Design Phase Services

The Consultant shall produce a draft scope of services for the work to be perform as part of the design phase with in thirty (30) days of the City scheduled pre-design kick off meeting.

D. Design Phase Services

The Consultant shall design, permit, and provide bid phase services during the design phase. The services may include, but not limited to:

1. Provide project management services
2. Prepare feasibility studies, investigative studies, route analysis, and preliminary design reports.
3. Perform hydraulic modeling
4. Participate in the site and development processes.
5. Development of design plans, technical specifications, and related items for bidding projects.
6. Prepare and submit applicable permit application to the appropriate regulatory agencies and respond to Request for Addition Information for individual permits
7. Provide easement and property acquisition assistance, including preparation of legal descriptions and sketches.
8. Provide bid phase services.
9. Coordinate with other disciplines
10. Participate in collaborative project workshops, and public outreach efforts.
11. Compliance with local, state, and federal ordinances and codes.
12. Prepare record drawings

E. Construction Phase Services

SDC Provided by the Consultant may include, but not limited to:

1. Provide general program management and maintain routing contact to discuss progress and project developments with the City.
2. Lead, participate and manage pre-construction meetings, providing minutes, if applicable.
3. Review Requests for Information, submittals, verify quantities, and similar items during the construction phase.
4. Review pay applications, change orders, schedules, progress reports, and as-built drawings.
5. Prepare and certify utility systems, if needed.
6. Observe construction projects, prepare daily inspection reports, take photographs and provide to the City's Project Manager.

EXHIBIT B
KEY PERSONNEL

TITLE	PERSONNEL NAME
Senior Professional	Sam Graybill
Senior Professional	Nita Sharma
Senior Professional	Freddy Betancourt
Senior Professional	Bill Harrington
Senior Professional	Ricardo Borremeo
Senior Professional	Tina Nixon
Principal	Dennis Prevo
Engineer II	Chase Jenkins
Engineer II	Spencer Evans
Engineer II	Ali Hamid
Engineer III	Jayna Horton
Engineer III	Jake Jackson
Engineer III	Bailey Peak
Professional Engineer I	Abby Burns
Professional Engineer II	Carly Erker
Professional Engineer III	Cynthia Castro
Professional Engineer III	Sam Liang
Professional Engineer III	Anthony Vecchio
Professional Engineer III	Lindsey Scott
Professional Engineer III	Jacob Thoreson
Professional Engineer IV	Al Mitrovic
Professional Engineer IV	Dennis Bartole
Professional Engineer V	Richard Thompson
Professional Engineer V	Travis Parsons

EXHIBIT B
KEY PERSONNEL

Professional Engineer V	Kyle Scott
Professional Engineer V	Jeff Basiaga
Professional Engineer V	Jeremy Cook
Professional Engineer V	Matt Leach
Professional Engineer V	Derek Wride
Professional Engineer V	Mike Demko
Professional Engineer V	Chris Little
Senior Project Manager II	Jim Gunther
Senior Project Manager II	Andy Franosz
Senior Project Manager II	Wayne Hoffman
Project Aide II	Katherine Kriby

EXHIBIT C
HOURLY RATES

TITLE	HOURLY RATE
Senior Professional	$ 336.00
Principal	$ 394.00
Senior Principal	$ 420.00
Project Administrator	$ 100.00
Project Administrator II	$ 147.00
Project Coordinator	$ 116.00
Senior Project Coordinator	$ 163.00
Senior Project Coordinator II	$ 210.00
Utility CADD Technician	$ 100.00
Senior Utility CADD Technician	$ 116.00.
Planner I	$ 100.00
Planner II	$ 121.00
Planner III	$ 137.00
Professional Planner I	$ 147.00
Professional Planner II	$ 158.00
Professional Planner III	$ 173.00
Professional Planner IV	$ 200.00
Professional Planner V	$ 210.00
Landscape Architect I	$ 105.00
Landscape Architect II	$ 116.00
Landscape Architect III	$ 142.00
Professional Landscape Architect I	$ 131.00
Professional Landscape Architect II	$ 163.00
Professional Landscape Architect III	$ 105.00

EXHIBIT C
HOURLY RATES

Professional Landscape Architect IV	$ 121.00
Professional Landscape Architect V	$ 137.00
Scientist I	$ 100.00
Scientist II	$ 126.00
Scientist III	$ 142.00
Surveyor I	$ 100.00
Surveyor II	$ 126.00
Surveyor III	$ 142.00
Professional Surveyor I	$ 147.00
Professional Surveyor II	$ 179.00
Professional Surveyor III	$ 210.00
Professional Surveyor IV	$ 226.00
Engineer I	$ 126.00
Engineer II	$ 142.00
Engineer III	$ 168.00
Engineer IV	$ 205.00
Professional Engineer I	$ 173.00
Professional Engineer II	$ 200.00
Professional Engineer III	$ 231.00
Professional Engineer IV	$ 257.00
Professional Engineer V	$ 310.00
Associate Project Manager	$ 158.00
Project Manager I (PE)	$ 205.00
Project Manager II (PE)	$ 242.00
Senior Project Manager I (PE)	$ 263.00
Senior Project Manager II (PE)	$ 341.00
Project Manager I	$ 179.00
Project Manager II	$ 200.00

EXHIBIT C
HOURLY RATES

Senior Project Manager I	$ 247.00
Senior Project Manager II	$ 268.00
Construction Technician I	$ 95.00
Construction Technician II	$ 116.00
Construction Technician III	$ 137.00
Construction Technician IV	$ 147.00
Construction Technician V	$ 168.00
Construction Technician VI	$ 189.00
Resident Project Representative	$ 200.00
Senior Resident Project Representative	$ 221.00
CADD Technician I	$ 89.00
CADD Technician II	$ 100.00
CADD Technician III	$ 121.00
CADD Technician IV	$ 152.00
CADD Technician V	$ 163.00
CADD Technician VI	$ 179.00
CADD Technician VII	$ 194.00
Engineering Technician I	$ 89.00
Engineering Technician II	$ 105.00
Engineering Technician III	$ 131.00
Engineering Technician IV	$ 158.00
Engineering Specialist I	$ 194.00
Engineering Specialist II	$ 210.00
Building Official	$ 189.00
Building Project Manager	$ 205.00
Project Aide I	$ 89.00
Project Aide II	$ 110.00
Project Aide III	$ 137.00

EXHIBIT C
HOURLY RATES

Project Specialist I	$ 137.00
Project Specialist II	$ 173.00
Project Specialist III/Manager	$ 200.00
Project Specialist IV/Manager	$ 242.00
Project Specialist V/Manager	$ 257.00
Project Specialist VI/Manager	$ 273.00

AGREEMENT FOR
ENGINEERING CONTINUING SERVICES – UTILITES

THIS AGREEMENT (the "Agreement") is made and entered into as of the date of execution by both parties, by and between the **City of Bradenton**, a political subdivision of the State of Florida (the "City"), and **CHA Consulting, Inc.**, a Florida corporation (the "Consultant").

WITNESSETH

WHEREAS, the City required a Consultant to provide Engineering Continuing Services for Utilities; and

WHEREAS, the City issued Request for Qualifications (RFQ) #26-016NT on December 8, 2025 (the "Solicitation"); and

WHEREAS, the City evaluated the proposals in accordance with §287.055, F.S.; and

WHEREAS, the Consultant has reviewed the services required pursuant to this Agreement and is qualified, willing, and able to provide and perform all such services in accordance with its terms; and

WHEREAS, the parties desire to enter into a contract setting forth the terms and conditions of their agreement.

NOW, THEREFORE, the City and the Consultant, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, do agree as follows:

I. AGREEMENT DOCUMENTS AND SCOPE OF CONSULTANT'S SERVICES

The Scope of Services, Key Personnel, and Hourly Rates are attached hereto, and the Solicitation (including all attachments thereto) and the Consultant's Proposal are made part hereof by this reference, and the terms and provisions contained therein shall be incorporated into this Agreement as if fully stated herein (the documents attached hereto, this Agreement, and any Purchase Order(s) hereinafter issued pursuant to this Agreement shall be collectively referred to herein as the "Agreement Documents"). To the extent there is conflict among the terms and provisions of the Agreement Documents, the order of precedence shall be the order in which the Agreement Documents are listed below:

1. Contract and any addenda;
2. General Terms and Conditions;
3. Scope of Services;
4. Key Personnel;
5. Hourly Rate;
6. Purchase Order(s);
7. Solicitation; and
8. Consultant's Proposal.

The Consultant agrees to diligently provide all materials, services, and labor for Engineering Continuing Services for Utilities Services in accordance with the Scope of Services, attached as Exhibit A, incorporated herein (the "Services").

II. TERM

AGREEMENT FOR
ENGINEERING CONTINUING SERVICES – UTILITES

This Agreement shall commence immediately upon execution by both the City and the Consultant and shall continue for an initial period of three (3) years. The Agreement may be renewed for up to two (2) additional one-year periods by written Agreement of both parties.

III. WORK ASSIGNMENTS

A. Consultant shall be engaged to perform specific work through the issuance of a negotiated work assignment ("Work Assignment").

B. Consultant acknowledges that the City has entered into multiple agreements with various firms (collectively with Consultant, the "Firms") for the Services and Work Assignments shall be issued on a rotational basis.

1. Work Assignments shall be issued in accordance with §287.055(2)(g). F.S

2. For each services category identified in the Scope of Services (the "Service Categories"), Purchasing will place the Firms in the City's professional services library in the order they are ranked, with the highest scoring Firm placed in the first position in the rotation.

3. As each Work Assignment is identified, the next Firm in the rotation will be offered the opportunity to negotiate that Work Assignment with the City's Administrative Agent.

4. Should a Firm decline a Work Assignment, fail to respond, or be unable to reach a satisfactory fee negotiation with the City within a reasonable time frame, the City will contact the next Firm on the list until the Work Assignment is successfully negotiated.

    1. Firms will have the option of rejecting one (1) Work Assignment within each Service Category within a twelve-month period without penalty. A second Work Assignment rejection within a Service Category during any twelve-month period will cause the Firm to be skipped in the rotation for the subsequent Work Assignment within the Service Category. A Firm who rejects three (3) Work Assignments (or is unable to satisfactorily negotiate three (3) Work Assignments) in any twelve-month period will be removed from the Service Category.

    2. Firms wishing to reject a Work Assignment for any reason must provide a rejection notification document in form and substance satisfactory to the City. A copy of this form must be provided to Purchasing by the City's Administrative Agent.

5. After notification by the City, the Consultant and City shall negotiate a scope of work, time schedule, and budget for performance of the work. When the scope of work, time schedule and budget are mutually agreeable, the Work Assignment shall be executed by the parties.

C. Consultants will identify and provide qualifications of sub-consultants during the Work Assignment negotiations. The City reserves the right to review and approve all sub-consultants identified in the Work Assignment prior to execution of the Work Assignment.

D. Amendments to Work Assignments shall reference original Work Assignment scope and all items as detailed in section III.B.5 to which they relate. No amendment to a Work Assignment is enforceable unless agreed to in writing by both parties and incorporated

into this Agreement.

E. If the City's Administrative Agent requires the Consultant to perform additional services related to a Work Assignment, then the Consultant shall be entitled to additional compensation based on the Hourly Rate, as amended, to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Agreement by written amendment. The City shall not pay for any additional services or work performed prior to the execution of a written amendment to the Work Assignment.

F. Notwithstanding the preceding, in the event additional services or work are required as a result of error, omission, or negligence of the Consultant, the Consultant shall not be entitled to additional compensation for such additional services or work.

G. Notwithstanding the foregoing, the City reserves the right, in its sole discretion, to disregard the rotation in any Service Category and select ("direct select") a specific firm to perform the required services.

IV. TERMINATION OF WORK ASSIGNMENTS

The City shall have the right at any time to terminate a Work Assignment. In that event, the Consultant shall cease work and shall deliver to the City all documents (including reports, designs, specifications, and all other data) prepared or obtained by the Consultant in connection with the Work Assignment. The City shall, upon receipt of the aforesaid documents, pay to the Consultant and the Consultant shall accept as full payment for its services, a sum of money equal to (1) the fee for each completed and accepted task as shown in the Work Assignment, plus (2) the fee for the percentage of the work completed in any authorized but completed task, less (3) all previous payments made for the same task.

V. COMPENSATION AND PAYMENT OF CONSULTANT'S SERVICE

A. Each Work Assignment shall include all profit, direct and indirect labor costs, personnel related costs, overhead and administrative costs, travel related out-of-pocket expenses and costs, and all other costs which are necessary to provide the services as outlined in this Agreement. Mark-up for sub-contracted services shall not exceed 10% of actual cost.

B. Consultant acknowledges and agrees that no minimum amount of work is guaranteed under this Agreement and City may elect to issue no purchase orders. If a purchase order is issued, the City reserves the right to amend, reduce or cancel the purchase order in its sole discretion.

C. Consultant represents and warrants that wage rates and other factual unit costs supporting the compensation relative to this Agreement shall be accurate, complete, and current at the time of entering into this Agreement. The amounts set forth in the Agreement will be adjusted to exclude any significant sums by which the Contract Price was increased where the City determines such increase is due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such adjustments must be made within one year following completion of the Agreement.

D. The City's performance and obligations to pay under this Agreement is contingent up on an appropriation of lawfully available funds by the City Council. The City shall promptly notify the Consultant if the necessary appropriation is not made.

VI. METHOD OF PAYMENT

A. The City shall pay the Consultant in accordance with the Local Government Prompt Payment Act set forth in §218.70, et seq. F.S., upon receipt of the Consultant's invoice and written approval of same by the City's Administrative Agent indicating that the Services have been rendered in conformity with this Agreement.

B. The Consultant shall submit invoices for payment to the address indicated on the purchase order for the Services completed. The invoices shall set forth the charges for the completed Services in accordance with the Hourly Rates attached hereto and incorporated herein.

The Consultant's invoices shall be in a form satisfactory to the City. The Consultant is responsible for providing all necessary documentation that may be required by the City.

VII. LIABILITY OF CONSULTANT

A. The Consultant shall indemnify and hold harmless the agency, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract.

B. This section shall survive the termination or expiration of this Agreement.

VIII. CONSULTANT'S INSURANCE

Consultant shall procure and maintain insurance as specified in the Solicitation.

IX. RESPONSIBILITIES OF THE CONSULTANT

A. Consultant acknowledges that it is familiar with the requirements of the Agreement Documents, and that it will perform the Services as required.

B. The Consultant agrees to respond to communication from the City within three (3) working days unless a shorter response time is specified by the City.

C. The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all reports, designs, specifications, other documents and data used or produced by or at the behest of the Consultant under this Agreement. The Consultant shall, without additional compensation, correct or revise any errors or deficiencies in its reports, designs, specifications, other documents and data.

D. The Consultant warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Consultant) to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.

E. Consultant agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a Consultant's performance, including

complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Agreement in accordance with the provisions contained herein.

F. The Consultant shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

G. The Consultant shall maintain books, records, documents, and other evidence directly pertaining to or connected with the Services under this Agreement which shall be available and accessible at the Consultant's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives. Such records shall be retained for a minimum of five (5) fiscal years (From October to September) after completion of the Services.

H. The Consultant shall notify the City's Administrative Agent at least one (1) day in advance of any meeting between the Consultant and any City Council Member, regulatory agency or private citizen relating to this Agreement.

I. The Consultant is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. The Consultant is not an employee, agent or servant of the City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Consultant sole direction, supervision and control. The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all aspects the Consultant's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees of the City. Consultant shall be solely responsible for providing benefits and insurance to its employees.

J. The Consultant understands and acknowledges that pursuant to Ch. 934, F.S., Security of Communications; Surveillance, the City DOES NOT CONSENT to the interception and/or disclosure of its oral, wire, or electronic communications. Accordingly, the Consultant warrants it will not utilize nor deploy any electronic, mechanical, or other device (including bots, Artificial Intelligence, or similar software) to record, transcribe, or monitor any such communication during any non-public, in-person or virtual meetings between itself and the City. Consultant activities contrary to this warranty may constitute a felony under Ch. 934, implicate Ch. 119, F.S., Public Records, and/or constitute a material breach of this section and/or other section(s) of this Agreement (e.g. Records Retention, Audits, Ethics, Compliance, and Civility). Only duly authorized City personnel may grant an exception to this prohibition on a case-by-case basis.

X. OWNERSHIP, USE AND FORMATTING OF WORK PRODUCTS

A. It is understood and agreed that the work products, including reports, designs, specifications, other documents and data developed by the Consultant in connection with the Services shall be delivered to, and shall become the property of the City upon acceptance by the City. The Consultant hereby assigns all its copyright and other proprietary interests in the products of this Agreement to the City. Specific written authority is required from the City's Administrative Agent for the Consultant to use any of the work products of this Agreement on any non-City project.

B. Notwithstanding the above, any reuse of the work products by the City on other projects will be at the risk of the City.

C. The City records all land-related changes and/or activities in a Geographic Information System (GIS), the applicable version of which shall be stated in the scope. Therefore, all GIS or Computer Aided Drafting (CAD) formatted data created or modified in support of a project will be provided to the City as a project deliverable for inclusion into the City's GIS, at no additional cost. GIS data files submitted in support of a project must adhere to City GIS standards, and CAD drawings submitted must adhere to City CAD standards.

D. Computer systems and databases used for providing the documents necessary to this Agreement shall be compatible with existing City systems. City PCs run the latest version of the Windows operating system and Windows-based compatible software. Additional details regarding City technology and system may be obtained by contacting the City's Information Technology Department.

XI. FORCE MAJEURE; PERFORMANCE OF CONSULTANT'S PERSONNEL

A. Time is of the essence in the performance of this Agreement. The Consultant specifically agrees that all work performed under the terms and conditions of this Agreement shall be completed within the time limits as set forth herein, or as otherwise identified in the Agreement Documents or as specified by the City's Administrative Agent, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

B. The Consultant shall ensure that all key personnel, support personnel, and other agents as identified in Exhibit B are fully qualified and capable to perform their assigned tasks. Any changes or substitution to the Consultant's key personnel must receive the City's Administrative Agent's written approval before said changes or substitution can become effective.

XII. OBLIGATIONS OF THE CITY

A. The City's Administrative Agent is designated to do all things necessary to properly administer the terms and conditions of this Agreement, including, but not limited to:

1. Review of all Consultant payment requests for approval or rejection; and
2. Periodic reviews of the work of the Consultant as necessary for the completion of the Consultant's services during the period of this Agreement.

B. The City shall not provide any services to the Consultant in connection with any claim brought on behalf of or against the Consultant.

XIII. TERMINATION

A. The City shall have the right at any time upon thirty (30) calendar days' written notice to the Consultant to terminate the Services of the Consultant for convenience. In the event of termination pursuant to this paragraph, the City shall pay to the Consultant and the Consultant

shall accept as full payment for its Services, a sum of money equal to the work completed in any commenced but incomplete Services.

B. Any failure of the Consultant to satisfy the requirements of this Agreement, as documented by the Administrative Agent, shall be considered a default of the Agreement and sufficient reason for termination.

   1. For defaults that are curable (as determined solely by the City), the Consultant shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification.

   2. For defaults that are not curable (as determined solely by the City), notice of the termination date shall be given as deemed appropriate by the City.

C. In the event the City's termination of this Agreement for default is in any way deficient, at the option of the City such termination may be deemed to be a termination for convenience pursuant to Section XII.A. above.

D. The parties may mutually agree to terminate this Agreement. Such termination shall be evidenced by a notice issued by the City. In the event of termination pursuant to this paragraph, the City shall pay to the Consultant, and the Consultant shall accept as full payment for its Services, a sum of money equal to the work completed in any commenced but incomplete Services.

E. In the event that the Consultant has abandoned performance under this Agreement, then the City may terminate this Agreement upon three (3) calendar days' written notice to the Consultant indicating its intention to do so. Payment for work performed prior to the Consultant's abandonment shall be as stated in paragraph XIID. above. Consultant shall have one hundred and eighty (180) days from the effective date of such termination to submit invoices. Invoices submitted more than one hundred and eighty (180) days after the effective date of such termination may not be accepted for payment.

F. The Consultant shall have the right to terminate Services only in the event of the City failing to pay the Consultant's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Administrative Agent.

G. The City reserves the right to terminate and cancel this Agreement in the event the Consultant shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors.

H. After consultation with and written notice to the Consultant providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to:

   1. The quality of a portion, or all, of the Consultant's work not performed in accordance with the requirements of this Agreement;

   2. The quantity of the Consultant's work not delivered or performed as represented in the Consultant's Payment Request, or otherwise;

   3. Claims made, or likely to be made, against the City or its property;

   4. Damages to the City or a third party caused by the Consultant;

   5. The Consultant's failure or refusal to perform any obligation under this Agreement.

XIV. STOP WORK ORDER

A. The City's Administrative Agent, may at any time, by written order to the Consultant, require the Consultant to stop all or any part of the work called for by this Agreement. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Consultant. Upon receipt of such as order, the Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Consultant shall not resume work unless specifically so directed in writing by the City. Before the stop work order expires unless it is extended, the Administrative Agent shall take one of the following actions:

1. Cancel the stop work order; or
2. Terminate the work covered by the order; or
3. Terminate this Agreement in accordance with the provisions contained in Section XIV.A.

B. In the event the City elects not to direct the Consultant to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XIV.A. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the City does not direct the Consultant to resume work within ninety (90) days, the Consultant may terminate this Agreement.

XV. DISPUTE RESOLUTION

A. To the extent Chapter 558, F.S. is applicable, the parties expressly opt out of the requirements of Chapter 558, F.S., within the meaning of §558.005(1), F.S.

B. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Manatee County, Florida, with the parties sharing equally in the cost of such mediation.

C. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.

D. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Manatee County, Florida, or where proper subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

E. The parties hereby waive all rights to trial by jury for any litigation concerning this Agreement.

F. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.

G. Unless otherwise agreed in writing, the Consultant shall be required to continue its service and all other obligations under this Agreement during the pendency of any claim or dispute including, but not limited to, the actual period of mediation or judicial proceeding.

XVI. PUBLIC RECORDS

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

City of Bradenton
City Clerk
101 Old Main Street
Bradenton, FL 34205

Phone: 941-932-9400
Email: Cityclerk@Cityofbradenton.com

XVII. MISCELLANEOUS

A. The Agreement Documents constitute the sole and complete understanding between the parties and supersede all other Agreements between them, whether oral or written with respect to the subject matter. No amendment, change order or addendum to the Agreement Documents is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

B. The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.

C. The parties hereto do not intend, nor shall this Agreement be construed, to grant any rights, privileges, or interest to any third party.

D. If the Consultant is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

E. The Consultant shall not assign or transfer any rights, interests, or obligations under this Agreement (whether by novation or otherwise) without the prior written consent of the City, except that claims for the money due or to become due to the Consultant from the City under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the City. Written notice of any such transfer or assignment due to bankruptcy shall be promptly given to the City.

F. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

G. The failure of any party hereto to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of such party's rights or deprive such party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

H. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be unaffected thereby and shall remain valid and enforceable as to each party.

I. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind

the parties.

J. Neither the City's review, approval or acceptance of, nor payment for, the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement.

K. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies available at law or in equity.

L. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

M. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the address below:

Consultant's Representative:		City's Administrative Agent:	
Name:	Weston Haggen	Name:	Kim Clayback, PE
Title:	Project Manager	Title:	Engineering Manager
Address:	2502 N Rocky Point Dr.	Address:	888 13th Ave. E.
	Tampa, FL 33607		Bradenton, FL 34208
Telephone:	813-819-0562	Telephone:	941-708-6304
E-Mail:	whaggen@chasolutions.com	E-Mail:	Kim.clayback@bradentonFL.gov

With a copy to:
Blalock Walters, P.A.
Attn: Scott E. Rudacille, Esq.
802 11th Street West
Bradenton, Florida 34205
srudacille@blalockwalters.com

N. Any change in the City's Administrative Agent or the Consultant's Representative will be promptly communicated in writing by the party making the change.

O. Paragraph headings are for convenience of the parties and for reference purposes only and shall be given no legal effect.

P. The Solicitation and all attachments and addenda thereto are hereby incorporated in the Agreement by this reference.

Consultant and City acknowledge having read and understood this Agreement and hereby agree to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the date last written below.

AGREEMENT FOR
ENGINEERING CONTINUING SERVICES – UTILITES

CHA CONSULTING, INC.

By: _____

Print Name: Michael A. Platt
(Title of Authorized Representative)

Date: 3/19/2026

Title: Secretary

CITY OF BRADENTON

By: _____
GENE BROWN
Mayor

Date: _____

ATTEST:

By: _____
TAMARA MELTON
City Clerk

Approved as to form:

By: _____
SCOTT E. RUDACILLE
City Attorney

EXHIBIT A
SCOPE OF SERVICES

I. Overview

The Consultant shall provide professional engineering services for projects within the utility work program consisting of studies, design, permitting, and certification for all types of water and wastewater pipelines, facility improvements, lift station rehabilitation, pump station improvements, and repairs and upgrades to the water and wastewater utility system.

II. Assignment of Work

A. Project sizes may vary, and tasks will be assigned based on individually negotiated work assignments.
B. Consultant shall perform all the services specified in accordance with generally accepted professional standards. Consultant shall perform all services expeditiously with professional skill, care, and orderly progress of work.
C. At least one (1) key personnel shall hold and maintain the state license(s) necessary to perform the requested work
D. All work shall conform to and comply with applicable codes, laws, ordinances, regulations and restrictions.

III. Scope of Services

A. This category of work includes professional engineering design services associated with Public Works Utilities. The work may include, but is not limited to pre-design services, design services, and Services During Construction (SDC) which shall include field and/or office administration tasks.

B. Projects may include but not limited to:

1. Regulatory permitting and compliance assistance
2. Water supply evaluation, planning, permitting, and design
3. Water transmission/distribution system modeling, planning and design
4. Water/wastewater treatment plant operations evaluation, and design
5. Wastewater collection/transmission system evaluation, modeling, planning, and design
6. Wastewater effluent/reclaimed water distribution and disposal system evaluation, planning, and design
7. Water/wastewater/reclaimed water SCADA and instrumentation system planning and design
8. Water/wastewater/reclaimed water electrical, emergency power and emergency pumping system planning and design
9. Feasibility studies
10. Value engineering

EXHIBIT A
SCOPE OF SERVICES

C. Pre-Design Phase Services

The Consultant shall produce a draft scope of services for the work to be perform as part of the design phase with in thirty (30) days of the City scheduled pre-design kick off meeting.

D. Design Phase Services

The Consultant shall design, permit, and provide bid phase services during the design phase. The services may include, but not limited to:

1. Provide project management services
2. Prepare feasibility studies, investigative studies, route analysis, and preliminary design reports.
3. Perform hydraulic modeling
4. Participate in the site and development processes.
5. Development of design plans, technical specifications, and related items for bidding projects.
6. Prepare and submit applicable permit application to the appropriate regulatory agencies and respond to Request for Addition Information for individual permits
7. Provide easement and property acquisition assistance, including preparation of legal descriptions and sketches.
8. Provide bid phase services.
9. Coordinate with other disciplines
10. Participate in collaborative project workshops, and public outreach efforts.
11. Compliance with local, state, and federal ordinances and codes.
12. Prepare record drawings

E. Construction Phase Services

SDC Provided by the Consultant may include, but not limited to:

1. Provide general program management and maintain routing contact to discuss progress and project developments with the City.
2. Lead, participate and manage pre-construction meetings, providing minutes, if applicable.
3. Review Requests for Information, submittals, verify quantities, and similar items during the construction phase.
4. Review pay applications, change orders, schedules, progress reports, and as-built drawings.
5. Prepare and certify utility systems, if needed.
6. Observe construction projects, prepare daily inspection reports, take photographs and provide to the City's Project Manager.

EXHIBIT B
KEY PERSONNEL

TITLE	PERSONNEL NAME
Project Manager	Weston Haggen, PE, DBIA, ENV SP, PMP
Client Service Manager	Barton Jones, PE
Technical Advisor	Brendan O'Brien, PE
Technical Advisor	Allen Dethloff, PE

EXHIBIT C
HOURLY RATES

TITLE	HOURLY RATE
Principal	$ 375.00
Technical Advisor	$ 370.00
Senior Project Manager	$ 310.00
Project Manager	$ 215.00
Assistant Project Manager	$ 160.00
Quality Control Manager	$ 350.00
Senior Project Engineer	$ 305.00
Project Engineer	$ 230.00
Structural Engineer	$ 200.00
Architect	$ 200.00
Landscape Architect	$ 220.00
Senior Designer	$ 190.00
Designer	$ 140.00
Senior GIS Analyst	$ 145.00
GIS Analyst	$ 130.00
Senior GIS Technician	$ 120.00
GIS Technician	$ 95.00
Senior Database Administrator	$ 195.00
Database Administrator	$ 170.00
Senior Environmental Scientist	$ 315.00

EXHIBIT C
HOURLY RATES

Environmental Scientist	$ 260.00
Construction Manager	$ 175.00
Senior Inspector	$ 165.00
Inspector	$ 125.00
Senior Administrative Assistant	$ 130.00
Administrative Assistant	$ 85.00
Intern	$ 105.00

AGREEMENT FOR
ENGINEERING CONTINUING SERVICES – UTILITES

THIS AGREEMENT (the "Agreement") is made and entered into as of the date of execution by both parties, by and between the **City of Bradenton**, a political subdivision of the State of Florida (the "City"), and **Kimley-Horn & Associates, Inc.,** a Florida corporation (the "Consultant").

WITNESSETH

WHEREAS, the City required a Consultant to provide Engineering Continuing Services for Utilities; and

WHEREAS, the City issued Request for Qualifications (RFQ) #26-016NT on December 8, 2025 (the "Solicitation"); and

WHEREAS, the City evaluated the proposals in accordance with §287.055, F.S.; and

WHEREAS, the Consultant has reviewed the services required pursuant to this Agreement and is qualified, willing, and able to provide and perform all such services in accordance with its terms; and

WHEREAS, the parties desire to enter into a contract setting forth the terms and conditions of their agreement.

NOW, THEREFORE, the City and the Consultant, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, do agree as follows:

I. AGREEMENT DOCUMENTS AND SCOPE OF CONSULTANT'S SERVICES

The Scope of Services, Key Personnel, and Hourly Rates are attached hereto, and the Solicitation (including all attachments thereto) and the Consultant's Proposal are made part hereof by this reference, and the terms and provisions contained therein shall be incorporated into this Agreement as if fully stated herein (the documents attached hereto, this Agreement, and any Purchase Order(s) hereinafter issued pursuant to this Agreement shall be collectively referred to herein as the "Agreement Documents"). To the extent there is conflict among the terms and provisions of the Agreement Documents, the order of precedence shall be the order in which the Agreement Documents are listed below:

1. Contract and any addenda;
2. General Terms and Conditions;
3. Scope of Services;
4. Key Personnel;
5. Hourly Rate;
6. Purchase Order(s);
7. Solicitation; and
8. Consultant's Proposal.

The Consultant agrees to diligently provide all materials, services, and labor for for Engineering Continuing Services for Utilities Services in accordance with the Scope of Services, attached as Exhibit A, incorporated herein (the "Services").

II. TERM

This Agreement shall commence immediately upon execution by both the City and the Consultant and shall continue for an initial period of three (3) years. The Agreement may be renewed for up to two (2) additional one-year periods by written Agreement of both parties.

III. WORK ASSIGNMENTS

A. Consultant shall be engaged to perform specific work through the issuance of a negotiated work assignment ("Work Assignment").

B. Consultant acknowledges that the City has entered into multiple agreements with various firms (collectively with Consultant, the "Firms") for the Services and Work Assignments shall be issued on a rotational basis.

1. Work Assignments shall be issued in accordance with §287.055(2)(g). F.S

2. For each services category identified in the Scope of Services (the "Service Categories"), Purchasing will place the Firms in the City's professional services library in the order they are ranked, with the highest scoring Firm placed in the first position in the rotation.

3. As each Work Assignment is identified, the next Firm in the rotation will be offered the opportunity to negotiate that Work Assignment with the City's Administrative Agent.

4. Should a Firm decline a Work Assignment, fail to respond, or be unable to reach a satisfactory fee negotiation with the City within a reasonable time frame, the City will contact the next Firm on the list until the Work Assignment is successfully negotiated.

    1. Firms will have the option of rejecting one (1) Work Assignment within each Service Category within a twelve-month period without penalty. A second Work Assignment rejection within a Service Category during any twelve-month period will cause the Firm to be skipped in the rotation for the subsequent Work Assignment within the Service Category. A Firm who rejects three (3) Work Assignments (or is unable to satisfactorily negotiate three (3) Work Assignments) in any twelve-month period will be removed from the Service Category.

    2. Firms wishing to reject a Work Assignment for any reason must provide a rejection notification document in form and substance satisfactory to the City. A copy of this form must be provided to Purchasing by the City's Administrative Agent.

5. After notification by the City, the Consultant and City shall negotiate a scope of work, time schedule, and budget for performance of the work. When the scope of work, time schedule and budget are mutually agreeable, the Work Assignment shall be executed by the parties.

C. Consultants will identify and provide qualifications of sub-consultants during the Work Assignment negotiations. The City reserves the right to review and approve all sub-consultants identified in the Work Assignment prior to execution of the Work Assignment.

D. Amendments to Work Assignments shall reference original Work Assignment scope and all items as detailed in section III.B.5 to which they relate. No amendment to a Work Assignment is enforceable unless agreed to in writing by both parties and incorporated

into this Agreement.

E. If the City's Administrative Agent requires the Consultant to perform additional services related to a Work Assignment, then the Consultant shall be entitled to additional compensation based on the Hourly Rate, as amended, to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Agreement by written amendment. The City shall not pay for any additional services or work performed prior to the execution of a written amendment to the Work Assignment.

F. Notwithstanding the preceding, in the event additional services or work are required as a result of error, omission, or negligence of the Consultant, the Consultant shall not be entitled to additional compensation for such additional services or work.

G. Notwithstanding the foregoing, the City reserves the right, in its sole discretion, to disregard the rotation in any Service Category and select ("direct select") a specific firm to perform the required services.

IV. TERMINATION OF WORK ASSIGNMENTS

The City shall have the right at any time to terminate a Work Assignment. In that event, the Consultant shall cease work and shall deliver to the City all documents (including reports, designs, specifications, and all other data) prepared or obtained by the Consultant in connection with the Work Assignment. The City shall, upon receipt of the aforesaid documents, pay to the Consultant and the Consultant shall accept as full payment for its services, a sum of money equal to (1) the fee for each completed and accepted task as shown in the Work Assignment, plus (2) the fee for the percentage of the work completed in any authorized but completed task, less (3) all previous payments made for the same task.

V. COMPENSATION AND PAYMENT OF CONSULTANT'S SERVICE

A. Each Work Assignment shall include all profit, direct and indirect labor costs, personnel related costs, overhead and administrative costs, travel related out-of-pocket expenses and costs, and all other costs which are necessary to provide the services as outlined in this Agreement. Mark-up for sub-contracted services shall not exceed 10% of actual cost.

B. Consultant acknowledges and agrees that no minimum amount of work is guaranteed under this Agreement and City may elect to issue no purchase orders. If a purchase order is issued, the City reserves the right to amend, reduce or cancel the purchase order in its sole discretion.

C. Consultant represents and warrants that wage rates and other factual unit costs supporting the compensation relative to this Agreement shall be accurate, complete, and current at the time of entering into this Agreement. The amounts set forth in the Agreement will be adjusted to exclude any significant sums by which the Contract Price was increased where the City determines such increase is due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such adjustments must be made within one year following completion of the Agreement.

D. The City's performance and obligations to pay under this Agreement is contingent up on an appropriation of lawfully available funds by the City Council. The City shall promptly notify the Consultant if the necessary appropriation is not made.

VI. METHOD OF PAYMENT

A. The City shall pay the Consultant in accordance with the Local Government Prompt Payment Act set forth in §218.70, et seq. F.S., upon receipt of the Consultant's invoice and written approval of same by the City's Administrative Agent indicating that the Services have been rendered in conformity with this Agreement.

B. The Consultant shall submit invoices for payment to the address indicated on the purchase order for the Services completed. The invoices shall set forth the charges for the completed Services in accordance with the Hourly Rates attached hereto and incorporated herein.

The Consultant's invoices shall be in a form satisfactory to the City. The Consultant is responsible for providing all necessary documentation that may be required by the City.

VII. LIABILITY OF CONSULTANT

A. The Consultant shall indemnify and hold harmless the agency, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract.

B. This section shall survive the termination or expiration of this Agreement.

VIII. CONSULTANT'S INSURANCE

Consultant shall procure and maintain insurance as specified in the Solicitation.

IX. RESPONSIBILITIES OF THE CONSULTANT

A. Consultant acknowledges that it is familiar with the requirements of the Agreement Documents, and that it will perform the Services as required.

B. The Consultant agrees to respond to communication from the City within three (3) working days unless a shorter response time is specified by the City.

C. The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all reports, designs, specifications, other documents and data used or produced by or at the behest of the Consultant under this Agreement. The Consultant shall, without additional compensation, correct or revise any errors or deficiencies in its reports, designs, specifications, other documents and data.

D. The Consultant warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Consultant) to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.

E. Consultant agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a Consultant's performance, including

complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Agreement in accordance with the provisions contained herein.

F. The Consultant shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

G. The Consultant shall maintain books, records, documents, and other evidence directly pertaining to or connected with the Services under this Agreement which shall be available and accessible at the Consultant's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives. Such records shall be retained for a minimum of five (5) fiscal years (From October to September) after completion of the Services.

H. The Consultant shall notify the City's Administrative Agent at least one (1) day in advance of any meeting between the Consultant and any City Council Member, regulatory agency or private citizen relating to this Agreement.

I. The Consultant is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. The Consultant is not an employee, agent or servant of the City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Consultant sole direction, supervision and control. The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all aspects the Consultant's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees of the City. Consultant shall be solely responsible for providing benefits and insurance to its employees.

J. The Consultant understands and acknowledges that pursuant to Ch. 934, F.S., Security of Communications; Surveillance, the City DOES NOT CONSENT to the interception and/or disclosure of its oral, wire, or electronic communications. Accordingly, the Consultant warrants it will not utilize nor deploy any electronic, mechanical, or other device (including bots, Artificial Intelligence, or similar software) to record, transcribe, or monitor any such communication during any non-public, in-person or virtual meetings between itself and the City. Consultant activities contrary to this warranty may constitute a felony under Ch. 934, implicate Ch. 119, F.S., Public Records, and/or constitute a material breach of this section and/or other section(s) of this Agreement (e.g. Records Retention, Audits, Ethics, Compliance, and Civility). Only duly authorized City personnel may grant an exception to this prohibition on a case-by-case basis.

X. OWNERSHIP, USE AND FORMATTING OF WORK PRODUCTS

A. It is understood and agreed that the work products, including reports, designs, specifications, other documents and data developed by the Consultant in connection with the Services shall be delivered to, and shall become the property of the City upon acceptance by the City. The Consultant hereby assigns all its copyright and other proprietary interests in the products of this Agreement to the City. Specific written authority is required from the City's Administrative Agent for the Consultant to use any of the work products of this Agreement on any non-City project.

B. Notwithstanding the above, any reuse of the work products by the City on other projects will be at the risk of the City.

C. The City records all land-related changes and/or activities in a Geographic Information System (GIS), the applicable version of which shall be stated in the scope. Therefore, all GIS or Computer Aided Drafting (CAD) formatted data created or modified in support of a project will be provided to the City as a project deliverable for inclusion into the City's GIS, at no additional cost. GIS data files submitted in support of a project must adhere to City GIS standards, and CAD drawings submitted must adhere to City CAD standards.

D. Computer systems and databases used for providing the documents necessary to this Agreement shall be compatible with existing City systems. City PCs run the latest version of the Windows operating system and Windows-based compatible software. Additional details regarding City technology and system may be obtained by contacting the City's Information Technology Department.

XI. FORCE MAJEURE; PERFORMANCE OF CONSULTANT'S PERSONNEL

A. Time is of the essence in the performance of this Agreement. The Consultant specifically agrees that all work performed under the terms and conditions of this Agreement shall be completed within the time limits as set forth herein, or as otherwise identified in the Agreement Documents or as specified by the City's Administrative Agent, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

B. The Consultant shall ensure that all key personnel, support personnel, and other agents as identified in Exhibit B are fully qualified and capable to perform their assigned tasks. Any changes or substitution to the Consultant's key personnel must receive the City's Administrative Agent's written approval before said changes or substitution can become effective.

XII. OBLIGATIONS OF THE CITY

A. The City's Administrative Agent is designated to do all things necessary to properly administer the terms and conditions of this Agreement, including, but not limited to:

1. Review of all Consultant payment requests for approval or rejection; and
2. Periodic reviews of the work of the Consultant as necessary for the completion of the Consultant's services during the period of this Agreement.

B. The City shall not provide any services to the Consultant in connection with any claim brought on behalf of or against the Consultant.

XIII. TERMINATION

A. The City shall have the right at any time upon thirty (30) calendar days' written notice to the Consultant to terminate the Services of the Consultant for convenience. In the event of termination pursuant to this paragraph, the City shall pay to the Consultant and the Consultant

shall accept as full payment for its Services, a sum of money equal to the work completed in any commenced but incomplete Services.

B. Any failure of the Consultant to satisfy the requirements of this Agreement, as documented by the Administrative Agent, shall be considered a default of the Agreement and sufficient reason for termination.

    1. For defaults that are curable (as determined solely by the City), the Consultant shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification.

    2. For defaults that are not curable (as determined solely by the City), notice of the termination date shall be given as deemed appropriate by the City.

C. In the event the City's termination of this Agreement for default is in any way deficient, at the option of the City such termination may be deemed to be a termination for convenience pursuant to Section XII.A. above.

D. The parties may mutually agree to terminate this Agreement. Such termination shall be evidenced by a notice issued by the City. In the event of termination pursuant to this paragraph, the City shall pay to the Consultant, and the Consultant shall accept as full payment for its Services, a sum of money equal to the work completed in any commenced but incomplete Services.

E. In the event that the Consultant has abandoned performance under this Agreement, then the City may terminate this Agreement upon three (3) calendar days' written notice to the Consultant indicating its intention to do so. Payment for work performed prior to the Consultant's abandonment shall be as stated in paragraph XIID. above. Consultant shall have one hundred and eighty (180) days from the effective date of such termination to submit invoices. Invoices submitted more than one hundred and eighty (180) days after the effective date of such termination may not be accepted for payment.

F. The Consultant shall have the right to terminate Services only in the event of the City failing to pay the Consultant's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Administrative Agent.

G. The City reserves the right to terminate and cancel this Agreement in the event the Consultant shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors.

H. After consultation with and written notice to the Consultant providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to:

    1. The quality of a portion, or all, of the Consultant's work not performed in accordance with the requirements of this Agreement;

    2. The quantity of the Consultant's work not delivered or performed as represented in the Consultant's Payment Request, or otherwise;

    3. Claims made, or likely to be made, against the City or its property;

    4. Damages to the City or a third party caused by the Consultant;

    5. The Consultant's failure or refusal to perform any obligation under this Agreement.

XIV. STOP WORK ORDER

A. The City's Administrative Agent, may at any time, by written order to the Consultant, require the Consultant to stop all or any part of the work called for by this Agreement. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Consultant. Upon receipt of such as order, the Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Consultant shall not resume work unless specifically so directed in writing by the City. Before the stop work order expires unless it is extended, the Administrative Agent shall take one of the following actions:

1. Cancel the stop work order; or
2. Terminate the work covered by the order; or
3. Terminate this Agreement in accordance with the provisions contained in Section XIV.A.

B. In the event the City elects not to direct the Consultant to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XIV.A. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the City does not direct the Consultant to resume work within ninety (90) days, the Consultant may terminate this Agreement.

XV. DISPUTE RESOLUTION

A. To the extent Chapter 558, F.S. is applicable, the parties expressly opt out of the requirements of Chapter 558, F.S., within the meaning of §558.005(1), F.S.

B. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Manatee County, Florida, with the parties sharing equally in the cost of such mediation.

C. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.

D. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Manatee County, Florida, or where proper subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

E. The parties hereby waive all rights to trial by jury for any litigation concerning this Agreement.

F. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.

G. Unless otherwise agreed in writing, the Consultant shall be required to continue its service and all other obligations under this Agreement during the pendency of any claim or dispute including, but not limited to, the actual period of mediation or judicial proceeding.

XVI. PUBLIC RECORDS

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

City of Bradenton
City Clerk
101 Old Main Street
Bradenton, FL 34205

Phone: 941-932-9400
Email: Cityclerk@Cityofbradenton.com

XVII. MISCELLANEOUS

A. The Agreement Documents constitute the sole and complete understanding between the parties and supersede all other Agreements between them, whether oral or written with respect to the subject matter. No amendment, change order or addendum to the Agreement Documents is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

B. The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.

C. The parties hereto do not intend, nor shall this Agreement be construed, to grant any rights, privileges, or interest to any third party.

D. If the Consultant is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

E. The Consultant shall not assign or transfer any rights, interests, or obligations under this Agreement (whether by novation or otherwise) without the prior written consent of the City, except that claims for the money due or to become due to the Consultant from the City under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the City. Written notice of any such transfer or assignment due to bankruptcy shall be promptly given to the City.

F. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

G. The failure of any party hereto to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of such party's rights or deprive such party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

H. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be unaffected thereby and shall remain valid and enforceable as to each party.

I. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind

the parties.

J. Neither the City's review, approval or acceptance of, nor payment for, the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement.

K. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies available at law or in equity.

L. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

M. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the address below:

Consultant's Representative:		City's Administrative Agent:	
Name:	Jeff Goodwin	Name:	Kim Clayback, PE
Title:	Senior Project Manager	Title:	Engineering Manager
Address:	1800 Second Street	Address:	888 13th Ave. E.
	Sarasota, FL 34236		Bradenton, FL 34208
Telephone:	941-313-3887	Telephone:	941-708-6304
E-Mail:	Jeff.goodwin@kimley-horn.com	E-Mail:	Kim.clayback@bradentonFL.gov

With a copy to:
Blalock Walters, P.A.
Attn: Scott E. Rudacille, Esq.
802 11th Street West
Bradenton, Florida 34205
srudacille@blalockwalters.com

N. Any change in the City's Administrative Agent or the Consultant's Representative will be promptly communicated in writing by the party making the change.

O. Paragraph headings are for convenience of the parties and for reference purposes only and shall be given no legal effect.

P. The Solicitation and all attachments and addenda thereto are hereby incorporated in the Agreement by this reference.

Consultant and City acknowledge having read and understood this Agreement and hereby agree to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the date last written below.

AGREEMENT FOR
ENGINEERING CONTINUING SERVICES – UTILITES

KIMLEY-HORN & ASSOCIATES, INC.

By: _____

Print Name: Chris Cianfaglione
(Title of Authorized Representative)

Date: March 20, 2026

Title: Vice President

CITY OF BRADENTON

By: _____
GENE BROWN
Mayor

Date: _____

ATTEST:

By: _____
TAMARA MELTON
City Clerk

Approved as to form:

By: _____
SCOTT E. RUDACILLE
City Attorney

EXHIBIT A
SCOPE OF SERVICES

I. Overview

The Consultant shall provide professional engineering services for projects within the utility work program consisting of studies, design, permitting, and certification for all types of water and wastewater pipelines, facility improvements, lift station rehabilitation, pump station improvements, and repairs and upgrades to the water and wastewater utility system.

II. Assignment of Work

A. Project sizes may vary, and tasks will be assigned based on individually negotiated work assignments.
B. Consultant shall perform all the services specified in accordance with generally accepted professional standards. Consultant shall perform all services expeditiously with professional skill, care, and orderly progress of work.
C. At least one (1) key personnel shall hold and maintain the state license(s) necessary to perform the requested work
D. All work shall conform to and comply with applicable codes, laws, ordinances, regulations and restrictions.

III. Scope of Services

A. This category of work includes professional engineering design services associated with Public Works Utilities. The work may include, but is not limited to pre-design services, design services, and Services During Construction (SDC) which shall include field and/or office administration tasks.

B. Projects may include but not limited to:

1. Regulatory permitting and compliance assistance
2. Water supply evaluation, planning, permitting, and design
3. Water transmission/distribution system modeling, planning and design
4. Water/wastewater treatment plant operations evaluation, and design
5. Wastewater collection/transmission system evaluation, modeling, planning, and design
6. Wastewater effluent/reclaimed water distribution and disposal system evaluation, planning, and design
7. Water/wastewater/reclaimed water SCADA and instrumentation system planning and design
8. Water/wastewater/reclaimed water electrical, emergency power and emergency pumping system planning and design
9. Feasibility studies
10. Value engineering

EXHIBIT A
SCOPE OF SERVICES

C. Pre-Design Phase Services

The Consultant shall produce a draft scope of services for the work to be perform as part of the design phase with in thirty (30) days of the City scheduled pre-design kick off meeting.

D. Design Phase Services

The Consultant shall design, permit, and provide bid phase services during the design phase. The services may include, but not limited to:

1. Provide project management services
2. Prepare feasibility studies, investigative studies, route analysis, and preliminary design reports.
3. Perform hydraulic modeling
4. Participate in the site and development processes.
5. Development of design plans, technical specifications, and related items for bidding projects.
6. Prepare and submit applicable permit application to the appropriate regulatory agencies and respond to Request for Addition Information for individual permits
7. Provide easement and property acquisition assistance, including preparation of legal descriptions and sketches.
8. Provide bid phase services.
9. Coordinate with other disciplines
10. Participate in collaborative project workshops, and public outreach efforts.
11. Compliance with local, state, and federal ordinances and codes.
12. Prepare record drawings

E. Construction Phase Services

SDC Provided by the Consultant may include, but not limited to:

1. Provide general program management and maintain routing contact to discuss progress and project developments with the City.
2. Lead, participate and manage pre-construction meetings, providing minutes, if applicable.
3. Review Requests for Information, submittals, verify quantities, and similar items during the construction phase.
4. Review pay applications, change orders, schedules, progress reports, and as-built drawings.
5. Prepare and certify utility systems, if needed.
6. Observe construction projects, prepare daily inspection reports, take photographs and provide to the City's Project Manager.

EXHIBIT B
KEY PERSONNEL

TITLE	PERSONNEL NAME
Chief Engineer	Lewis Bryant, P.E.
Chief Engineer	Doug Eckmann, P.E.
Chief Engineer	Lance Littrell, P.E.
Senior Project Manager	Jeff Goodwin
Senior Professional Engineer	Kelly Smith, P.E.
Senior Professional Engineer	Ashley Miele, P.E.
Senior Professional Engineer	Seth Schmid, P.E.
Senior Professional Engineer	Jordan Walker, P.E.
Professional Engineer II	Trenton Strackbein, P.E.
Professional Engineer II	Jason Hoyt, P.E.
Professional Engineer II	Matthew Tebow, P.E.
Professional Engineer II	Michael Semago
Professional Engineer I	Ian Felmings, P.E.
Professional Engineer I	Tatiana Konstantis, P.E.
Professional Engineer I	Rick Bornmann, P.E.
Professional Engineer I	Gabrielle Eastman, P.E.
Analyst II	Theodore Mullett
Analyst II	Emily Hetherington
Analyst I	Sarah Romestant

EXHIBIT B
KEY PERSONNEL

Analyst I	Jennifer Briggs
Analyst I	Seth Stone
Senior Designer	Brent Godels
Senior Designer	Clayton Scelzi
Drafter/CADD Operator	Nick Prater
Senior Construction Inspector	Rocco Angerami
Construction Inspector	Ramon Diaz
Senior Environmental Scientist	Kimberly Arnold
Senior Environmental Scientist	Jason Sheasley
Senior Environmental Scientist	Ronnie Van Fleet, PWS
Environmental Scientist	Chris Kennedy
Environmental Scientist Analyst	Jeb King
Environmental Scientist Analyst	Laura Montalvo
Senior Landscape Architect	Ed Dean, PLA, LEED AP
Landscape Architect	Keslie Shy
Landscape Architect Analyst	Ashley Bautista
Senior GIS Specialist	Pamela Turner
Senior GIS Specialist	Erin Emmons
GIS Specialist	Brett Kamm
Grant Administrator	Laura Wittenbauer
Grant Administrator	Diana Bello
Grant Specialist	Michelle Serafimovich

EXHIBIT B
KEY PERSONNEL

Financial/Accounting Clerical	Alec Thompson
Clerical	Lori Gerken

EXHIBIT C
HOURLY RATES

TITLE	HOURLY RATE
Chief Engineer	$ 335.00 – $ 395.00
Senior Project Manager	$ 325.00 - $ 375.00
Project Manager	$ 235.00 - $ 315.00
Senior Professional Engineer	$ 290.00 - 370.00
Professional Engineer II	$ 230.00 - $ 280.00
Professional Engineer I	$ 170.00 - $ 220.00
Analyst II	$ 150.00 - $ 185.00
Analyst I	$ 130.00 - $ 165.00
Senior Designer	$ 215.00 - $300.00
Designer/Engineering Technician	$ 165.00 - $205.00
Drafter/CADD Operator	$ 125.00 - $ 150.00
Senior Construction Inspector	$ 235.00 - $ 285.00
Construction Inspector	$ 165.00 - $ 205.00
Senior Environmental Scientist	$ 230.00 - $ 345.00
Environmental Scientist	$ 145.00 - $ 220.00
Environmental Scientist Analyst	$ 130.00 - $ 160.00
Senior Landscape Architect	$ 265.00 - $360.00
Landscape Architect	$ 185.00 - $ 255.00
Landscape Architect Analyst	$ 130.00 - $ 175.00
Senior GIS Specialist	$ 280.00 - $ 335.00

EXHIBIT C
HOURLY RATES

GIS Specialist	$ 180.00 - $ 230.00
Grant Administrator	$ 205.00 - $ 315.00
Grant Specialist	$ 135.00 - $ 220.00
Financial/Accounting Clerical	$ 140.00 - $ 190.00
Clerical	$ 95.00 - $ 145.00

AGREEMENT FOR
ENGINEERING CONTINUING SERVICES – UTILITES

THIS AGREEMENT (the "Agreement") is made and entered into as of the date of execution by both parties, by and between the **City of Bradenton**, a political subdivision of the State of Florida (the "City"), and **McKim & Creed**, **Inc.,** a Florida corporation (the "Consultant").

WITNESSETH

WHEREAS, the City required a Consultant to provide Engineering Continuing Services for Utilities; and

WHEREAS, the City issued Request for Qualifications (RFQ) #26-016NT on December 8, 2025 (the "Solicitation"); and

WHEREAS, the City evaluated the proposals in accordance with §287.055, F.S.; and

WHEREAS, the Consultant has reviewed the services required pursuant to this Agreement and is qualified, willing, and able to provide and perform all such services in accordance with its terms; and

WHEREAS, the parties desire to enter into a contract setting forth the terms and conditions of their agreement.

NOW, THEREFORE, the City and the Consultant, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, do agree as follows:

I. AGREEMENT DOCUMENTS AND SCOPE OF CONSULTANT'S SERVICES

The Scope of Services, Key Personnel, and Hourly Rates are attached hereto, and the Solicitation (including all attachments thereto) and the Consultant's Proposal are made part hereof by this reference, and the terms and provisions contained therein shall be incorporated into this Agreement as if fully stated herein (the documents attached hereto, this Agreement, and any Purchase Order(s) hereinafter issued pursuant to this Agreement shall be collectively referred to herein as the "Agreement Documents"). To the extent there is conflict among the terms and provisions of the Agreement Documents, the order of precedence shall be the order in which the Agreement Documents are listed below:

1. Contract and any addenda;
2. General Terms and Conditions;
3. Scope of Services;
4. Key Personnel;
5. Hourly Rate;
6. Purchase Order(s);
7. Solicitation; and
8. Consultant's Proposal.

The Consultant agrees to diligently provide all materials, services, and labor for Engineering Continuing Services for Utilities Services in accordance with the Scope of Services, attached as Exhibit A, incorporated herein (the "Services").

II. TERM

This Agreement shall commence immediately upon execution by both the City and the Consultant and shall continue for an initial period of three (3) years. The Agreement may be renewed for up to two (2) additional one-year periods by written Agreement of both parties.

III. WORK ASSIGNMENTS

A. Consultant shall be engaged to perform specific work through the issuance of a negotiated work assignment ("Work Assignment").

B. Consultant acknowledges that the City has entered into multiple agreements with various firms (collectively with Consultant, the "Firms") for the Services and Work Assignments shall be issued on a rotational basis.

1. Work Assignments shall be issued in accordance with §287.055(2)(g). F.S

2. For each services category identified in the Scope of Services (the "Service Categories"), Purchasing will place the Firms in the City's professional services library in the order they are ranked, with the highest scoring Firm placed in the first position in the rotation.

3. As each Work Assignment is identified, the next Firm in the rotation will be offered the opportunity to negotiate that Work Assignment with the City's Administrative Agent.

4. Should a Firm decline a Work Assignment, fail to respond, or be unable to reach a satisfactory fee negotiation with the City within a reasonable time frame, the City will contact the next Firm on the list until the Work Assignment is successfully negotiated.

    1. Firms will have the option of rejecting one (1) Work Assignment within each Service Category within a twelve-month period without penalty. A second Work Assignment rejection within a Service Category during any twelve-month period will cause the Firm to be skipped in the rotation for the subsequent Work Assignment within the Service Category. A Firm who rejects three (3) Work Assignments (or is unable to satisfactorily negotiate three (3) Work Assignments) in any twelve-month period will be removed from the Service Category.

    2. Firms wishing to reject a Work Assignment for any reason must provide a rejection notification document in form and substance satisfactory to the City. A copy of this form must be provided to Purchasing by the City's Administrative Agent.

5. After notification by the City, the Consultant and City shall negotiate a scope of work, time schedule, and budget for performance of the work. When the scope of work, time schedule and budget are mutually agreeable, the Work Assignment shall be executed by the parties.

C. Consultants will identify and provide qualifications of sub-consultants during the Work Assignment negotiations. The City reserves the right to review and approve all sub-consultants identified in the Work Assignment prior to execution of the Work Assignment.

D. Amendments to Work Assignments shall reference original Work Assignment scope and all items as detailed in section III.B.5 to which they relate. No amendment to a Work Assignment is enforceable unless agreed to in writing by both parties and incorporated

into this Agreement.

E. If the City's Administrative Agent requires the Consultant to perform additional services related to a Work Assignment, then the Consultant shall be entitled to additional compensation based on the Hourly Rate, as amended, to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Agreement by written amendment. The City shall not pay for any additional services or work performed prior to the execution of a written amendment to the Work Assignment.

F. Notwithstanding the preceding, in the event additional services or work are required as a result of error, omission, or negligence of the Consultant, the Consultant shall not be entitled to additional compensation for such additional services or work.

G. Notwithstanding the foregoing, the City reserves the right, in its sole discretion, to disregard the rotation in any Service Category and select ("direct select") a specific firm to perform the required services.

IV. TERMINATION OF WORK ASSIGNMENTS

The City shall have the right at any time to terminate a Work Assignment. In that event, the Consultant shall cease work and shall deliver to the City all documents (including reports, designs, specifications, and all other data) prepared or obtained by the Consultant in connection with the Work Assignment. The City shall, upon receipt of the aforesaid documents, pay to the Consultant and the Consultant shall accept as full payment for its services, a sum of money equal to (1) the fee for each completed and accepted task as shown in the Work Assignment, plus (2) the fee for the percentage of the work completed in any authorized but completed task, less (3) all previous payments made for the same task.

V. COMPENSATION AND PAYMENT OF CONSULTANT'S SERVICE

A. Each Work Assignment shall include all profit, direct and indirect labor costs, personnel related costs, overhead and administrative costs, travel related out-of-pocket expenses and costs, and all other costs which are necessary to provide the services as outlined in this Agreement. Mark-up for sub-contracted services shall not exceed 10% of actual cost.

B. Consultant acknowledges and agrees that no minimum amount of work is guaranteed under this Agreement and City may elect to issue no purchase orders. If a purchase order is issued, the City reserves the right to amend, reduce or cancel the purchase order in its sole discretion.

C. Consultant represents and warrants that wage rates and other factual unit costs supporting the compensation relative to this Agreement shall be accurate, complete, and current at the time of entering into this Agreement. The amounts set forth in the Agreement will be adjusted to exclude any significant sums by which the Contract Price was increased where the City determines such increase is due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such adjustments must be made within one year following completion of the Agreement.

D. The City's performance and obligations to pay under this Agreement is contingent up on an appropriation of lawfully available funds by the City Council. The City shall promptly notify the Consultant if the necessary appropriation is not made.

VI. METHOD OF PAYMENT

A. The City shall pay the Consultant in accordance with the Local Government Prompt Payment Act set forth in §218.70, et seq. F.S., upon receipt of the Consultant's invoice and written approval of same by the City's Administrative Agent indicating that the Services have been rendered in conformity with this Agreement.

B. The Consultant shall submit invoices for payment to the address indicated on the purchase order for the Services completed. The invoices shall set forth the charges for the completed Services in accordance with the Hourly Rates attached hereto and incorporated herein.

The Consultant's invoices shall be in a form satisfactory to the City. The Consultant is responsible for providing all necessary documentation that may be required by the City.

VII. LIABILITY OF CONSULTANT

A. The Consultant shall indemnify and hold harmless the agency, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract.

B. This section shall survive the termination or expiration of this Agreement.

VIII. CONSULTANT'S INSURANCE

Consultant shall procure and maintain insurance as specified in the Solicitation.

IX. RESPONSIBILITIES OF THE CONSULTANT

A. Consultant acknowledges that it is familiar with the requirements of the Agreement Documents, and that it will perform the Services as required.

B. The Consultant agrees to respond to communication from the City within three (3) working days unless a shorter response time is specified by the City.

C. The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all reports, designs, specifications, other documents and data used or produced by or at the behest of the Consultant under this Agreement. The Consultant shall, without additional compensation, correct or revise any errors or deficiencies in its reports, designs, specifications, other documents and data.

D. The Consultant warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Consultant) to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.

E. Consultant agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a Consultant's performance, including

complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Agreement in accordance with the provisions contained herein.

F. The Consultant shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

G. The Consultant shall maintain books, records, documents, and other evidence directly pertaining to or connected with the Services under this Agreement which shall be available and accessible at the Consultant's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives. Such records shall be retained for a minimum of five (5) fiscal years (From October to September) after completion of the Services.

H. The Consultant shall notify the City's Administrative Agent at least one (1) day in advance of any meeting between the Consultant and any City Council Member, regulatory agency or private citizen relating to this Agreement.

I. The Consultant is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. The Consultant is not an employee, agent or servant of the City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Consultant sole direction, supervision and control. The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all aspects the Consultant's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees of the City. Consultant shall be solely responsible for providing benefits and insurance to its employees.

J. The Consultant understands and acknowledges that pursuant to Ch. 934, F.S., Security of Communications; Surveillance, the City DOES NOT CONSENT to the interception and/or disclosure of its oral, wire, or electronic communications. Accordingly, the Consultant warrants it will not utilize nor deploy any electronic, mechanical, or other device (including bots, Artificial Intelligence, or similar software) to record, transcribe, or monitor any such communication during any non-public, in-person or virtual meetings between itself and the City. Consultant activities contrary to this warranty may constitute a felony under Ch. 934, implicate Ch. 119, F.S., Public Records, and/or constitute a material breach of this section and/or other section(s) of this Agreement (e.g. Records Retention, Audits, Ethics, Compliance, and Civility). Only duly authorized City personnel may grant an exception to this prohibition on a case-by-case basis.

X. OWNERSHIP, USE AND FORMATTING OF WORK PRODUCTS

A. It is understood and agreed that the work products, including reports, designs, specifications, other documents and data developed by the Consultant in connection with the Services shall be delivered to, and shall become the property of the City upon acceptance by the City. The Consultant hereby assigns all its copyright and other proprietary interests in the products of this Agreement to the City. Specific written authority is required from the City's Administrative Agent for the Consultant to use any of the work products of this Agreement on any non-City project.

B. Notwithstanding the above, any reuse of the work products by the City on other projects will be at the risk of the City.

C. The City records all land-related changes and/or activities in a Geographic Information System (GIS), the applicable version of which shall be stated in the scope. Therefore, all GIS or Computer Aided Drafting (CAD) formatted data created or modified in support of a project will be provided to the City as a project deliverable for inclusion into the City's GIS, at no additional cost. GIS data files submitted in support of a project must adhere to City GIS standards, and CAD drawings submitted must adhere to City CAD standards.

D. Computer systems and databases used for providing the documents necessary to this Agreement shall be compatible with existing City systems. City PCs run the latest version of the Windows operating system and Windows-based compatible software. Additional details regarding City technology and system may be obtained by contacting the City's Information Technology Department.

XI. FORCE MAJEURE; PERFORMANCE OF CONSULTANT'S PERSONNEL

A. Time is of the essence in the performance of this Agreement. The Consultant specifically agrees that all work performed under the terms and conditions of this Agreement shall be completed within the time limits as set forth herein, or as otherwise identified in the Agreement Documents or as specified by the City's Administrative Agent, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

B. The Consultant shall ensure that all key personnel, support personnel, and other agents as identified in Exhibit B are fully qualified and capable to perform their assigned tasks. Any changes or substitution to the Consultant's key personnel must receive the City's Administrative Agent's written approval before said changes or substitution can become effective.

XII. OBLIGATIONS OF THE CITY

A. The City's Administrative Agent is designated to do all things necessary to properly administer the terms and conditions of this Agreement, including, but not limited to:

1. Review of all Consultant payment requests for approval or rejection; and
2. Periodic reviews of the work of the Consultant as necessary for the completion of the Consultant's services during the period of this Agreement.

B. The City shall not provide any services to the Consultant in connection with any claim brought on behalf of or against the Consultant.

XIII. TERMINATION

A. The City shall have the right at any time upon thirty (30) calendar days' written notice to the Consultant to terminate the Services of the Consultant for convenience. In the event of termination pursuant to this paragraph, the City shall pay to the Consultant and the Consultant

shall accept as full payment for its Services, a sum of money equal to the work completed in any commenced but incomplete Services.

B. Any failure of the Consultant to satisfy the requirements of this Agreement, as documented by the Administrative Agent, shall be considered a default of the Agreement and sufficient reason for termination.

    1. For defaults that are curable (as determined solely by the City), the Consultant shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification.

    2. For defaults that are not curable (as determined solely by the City), notice of the termination date shall be given as deemed appropriate by the City.

C. In the event the City's termination of this Agreement for default is in any way deficient, at the option of the City such termination may be deemed to be a termination for convenience pursuant to Section XII.A. above.

D. The parties may mutually agree to terminate this Agreement. Such termination shall be evidenced by a notice issued by the City. In the event of termination pursuant to this paragraph, the City shall pay to the Consultant, and the Consultant shall accept as full payment for its Services, a sum of money equal to the work completed in any commenced but incomplete Services.

E. In the event that the Consultant has abandoned performance under this Agreement, then the City may terminate this Agreement upon three (3) calendar days' written notice to the Consultant indicating its intention to do so. Payment for work performed prior to the Consultant's abandonment shall be as stated in paragraph XIID. above. Consultant shall have one hundred and eighty (180) days from the effective date of such termination to submit invoices. Invoices submitted more than one hundred and eighty (180) days after the effective date of such termination may not be accepted for payment.

F. The Consultant shall have the right to terminate Services only in the event of the City failing to pay the Consultant's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Administrative Agent.

G. The City reserves the right to terminate and cancel this Agreement in the event the Consultant shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors.

H. After consultation with and written notice to the Consultant providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to:

    1. The quality of a portion, or all, of the Consultant's work not performed in accordance with the requirements of this Agreement;

    2. The quantity of the Consultant's work not delivered or performed as represented in the Consultant's Payment Request, or otherwise;

    3. Claims made, or likely to be made, against the City or its property;

    4. Damages to the City or a third party caused by the Consultant;

    5. The Consultant's failure or refusal to perform any obligation under this Agreement.

XIV. STOP WORK ORDER

A. The City's Administrative Agent, may at any time, by written order to the Consultant, require the Consultant to stop all or any part of the work called for by this Agreement. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Consultant. Upon receipt of such as order, the Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Consultant shall not resume work unless specifically so directed in writing by the City. Before the stop work order expires unless it is extended, the Administrative Agent shall take one of the following actions:

1. Cancel the stop work order; or
2. Terminate the work covered by the order; or
3. Terminate this Agreement in accordance with the provisions contained in Section XIV.A.

B. In the event the City elects not to direct the Consultant to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XIV.A. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the City does not direct the Consultant to resume work within ninety (90) days, the Consultant may terminate this Agreement.

XV. DISPUTE RESOLUTION

A. To the extent Chapter 558, F.S. is applicable, the parties expressly opt out of the requirements of Chapter 558, F.S., within the meaning of §558.005(1), F.S.

B. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Manatee County, Florida, with the parties sharing equally in the cost of such mediation.

C. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.

D. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Manatee County, Florida, or where proper subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

E. The parties hereby waive all rights to trial by jury for any litigation concerning this Agreement.

F. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.

G. Unless otherwise agreed in writing, the Consultant shall be required to continue its service and all other obligations under this Agreement during the pendency of any claim or dispute including, but not limited to, the actual period of mediation or judicial proceeding.

XVI. PUBLIC RECORDS

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

City of Bradenton
City Clerk
101 Old Main Street
Bradenton, FL 34205

Phone: 941-932-9400
Email: Cityclerk@Cityofbradenton.com

XVII. MISCELLANEOUS

A. The Agreement Documents constitute the sole and complete understanding between the parties and supersede all other Agreements between them, whether oral or written with respect to the subject matter. No amendment, change order or addendum to the Agreement Documents is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

B. The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.

C. The parties hereto do not intend, nor shall this Agreement be construed, to grant any rights, privileges, or interest to any third party.

D. If the Consultant is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

E. The Consultant shall not assign or transfer any rights, interests, or obligations under this Agreement (whether by novation or otherwise) without the prior written consent of the City, except that claims for the money due or to become due to the Consultant from the City under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the City. Written notice of any such transfer or assignment due to bankruptcy shall be promptly given to the City.

F. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

G. The failure of any party hereto to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of such party's rights or deprive such party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

H. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be unaffected thereby and shall remain valid and enforceable as to each party.

I. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind

the parties.

J. Neither the City's review, approval or acceptance of, nor payment for, the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement.

K. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies available at law or in equity.

L. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

M. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the address below:

Consultant's Representative:		City's Administrative Agent:	
Name:	Blake Peters, PE	Name:	Kim Clayback, PE
Title:	Project Manager	Title:	Engineering Manager
Address:	551 N. Cattlemen Rd, Suite 106	Address:	888 13th Ave. E.
	Sarasota, FL 34232		Bradenton, FL 34208
Telephone:	941-379-3404	Telephone:	941-708-6304
E-Mail:	bpeters@mckimcreed.com	E-Mail:	Kim.clayback@bradentonFL.gov

With a copy to:
Blalock Walters, P.A.
Attn: Scott E. Rudacille, Esq.
802 11th Street West
Bradenton, Florida 34205
srudacille@blalockwalters.com

N. Any change in the City's Administrative Agent or the Consultant's Representative will be promptly communicated in writing by the party making the change.

O. Paragraph headings are for convenience of the parties and for reference purposes only and shall be given no legal effect.

P. The Solicitation and all attachments and addenda thereto are hereby incorporated in the Agreement by this reference.

Consultant and City acknowledge having read and understood this Agreement and hereby agree to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the date last written below.

AGREEMENT FOR
ENGINEERING CONTINUING SERVICES – UTILITES

MCKIM & CREED, INC.

By: Robert H. Garland

Print Name: Robert H. Garland
(Title of Authorized Representative)

Date: 3/20/2026

Title: Vice President

CITY OF BRADENTON

By: _____
GENE BROWN
Mayor

Date: _____

ATTEST:

By: _____
TAMARA MELTON
City Clerk

Approved as to form:

By: _____
SCOTT E. RUDACILLE
City Attorney

EXHIBIT A
SCOPE OF SERVICES

I. Overview

The Consultant shall provide professional engineering services for projects within the utility work program consisting of studies, design, permitting, and certification for all types of water and wastewater pipelines, facility improvements, lift station rehabilitation, pump station improvements, and repairs and upgrades to the water and wastewater utility system.

II. Assignment of Work

A. Project sizes may vary, and tasks will be assigned based on individually negotiated work assignments.
B. Consultant shall perform all the services specified in accordance with generally accepted professional standards. Consultant shall perform all services expeditiously with professional skill, care, and orderly progress of work.
C. At least one (1) key personnel shall hold and maintain the state license(s) necessary to perform the requested work
D. All work shall conform to and comply with applicable codes, laws, ordinances, regulations and restrictions.

III. Scope of Services

A. This category of work includes professional engineering design services associated with Public Works Utilities. The work may include, but is not limited to pre-design services, design services, and Services During Construction (SDC) which shall include field and/or office administration tasks.

B. Projects may include but not limited to:

1. Regulatory permitting and compliance assistance
2. Water supply evaluation, planning, permitting, and design
3. Water transmission/distribution system modeling, planning and design
4. Water/wastewater treatment plant operations evaluation, and design
5. Wastewater collection/transmission system evaluation, modeling, planning, and design
6. Wastewater effluent/reclaimed water distribution and disposal system evaluation, planning, and design
7. Water/wastewater/reclaimed water SCADA and instrumentation system planning and design
8. Water/wastewater/reclaimed water electrical, emergency power and emergency pumping system planning and design
9. Feasibility studies
10. Value engineering

EXHIBIT A
SCOPE OF SERVICES

C. Pre-Design Phase Services

The Consultant shall produce a draft scope of services for the work to be perform as part of the design phase with in thirty (30) days of the City scheduled pre-design kick off meeting.

D. Design Phase Services

The Consultant shall design, permit, and provide bid phase services during the design phase. The services may include, but not limited to:

1. Provide project management services
2. Prepare feasibility studies, investigative studies, route analysis, and preliminary design reports.
3. Perform hydraulic modeling
4. Participate in the site and development processes.
5. Development of design plans, technical specifications, and related items for bidding projects.
6. Prepare and submit applicable permit application to the appropriate regulatory agencies and respond to Request for Addition Information for individual permits
7. Provide easement and property acquisition assistance, including preparation of legal descriptions and sketches.
8. Provide bid phase services.
9. Coordinate with other disciplines
10. Participate in collaborative project workshops, and public outreach efforts.
11. Compliance with local, state, and federal ordinances and codes.
12. Prepare record drawings

E. Construction Phase Services

SDC Provided by the Consultant may include, but not limited to:

1. Provide general program management and maintain routing contact to discuss progress and project developments with the City.
2. Lead, participate and manage pre-construction meetings, providing minutes, if applicable.
3. Review Requests for Information, submittals, verify quantities, and similar items during the construction phase.
4. Review pay applications, change orders, schedules, progress reports, and as-built drawings.
5. Prepare and certify utility systems, if needed.
6. Observe construction projects, prepare daily inspection reports, take photographs and provide to the City's Project Manager.

EXHIBIT B
KEY PERSONNEL

TITLE	PERSONNEL NAME
Principal	Robert Garland, PE
Engineering Manager	Dan Keck, PE
Project Manager III	Mitch Chiavaroli, PE
Project Manager III	Phil Locke, PE
Project Manager III	David Wehner, PE
Project Manager III	Kevin Higginson, PE
Project Manager III	Blake Peters, PE
Project Manager I	Allyson Mauck

EXHIBIT C
HOURLY RATE

TITLE	HOURLY RATE 2026	HOURLY RATE 2027	HOURLY RATE 2028
Principal	$348.00	$360.18	$372.79
Engineering Manager	$314.00	$324.99	$336.36
Project Manager III	$267.00	$276.35	$286.02
Project Manager II	$243.00	$251.51	$260.31
Project Manager I	$221.00	$228.74	$236.74
Technical Specialist III	$324.00	$335.34	$347.08
Technical Specialist II	$314.00	$324.99	$336.36
Technical Specialist I	$279.00	$288.77	$298.87
Project Eng IV	$255.00	$263.93	$273.16
Project Eng III	$238.00	$246.33	$254.95
Project Eng II	$203.00	$210.11	$217.46
Project Eng I	$179.00	$185.27	$191.75
Engineer Intern	$163.00	$168.71	$174.61
I&C Specialist III	$238.00	$246.33	$254.95
I&C Specialist II	$214.00	$221.49	$229.24
I&C Specialist I	$179.00	$185.27	$191.75
Programmer III	$221.00	$228.74	$236.74

EXHIBIT C
HOURLY RATE

Programmer II	$203.00	$210.11	$217.46
Programmer I	$169.00	$174.92	$181.04
Designer IV	$186.00	$192.51	$199.25
Designer III	$163.00	$168.71	$174.61
Designer II	$150.00	$155.25	$160.68
Designer I	$127.00	$131.45	$136.05
CAD Technician - Senior	$116.00	$120.06	$124.26
CAD Technician	$98.00	$101.43	$104.98
Summer Intern	$98.00	$101.43	$104.98
Project Administrator - Senior	$122.00	$126.27	$130.69
Project Administrator	$106.00	$109.71	$113.55
Administrative Assistant	$93.00	$96.26	$99.62
Construction Administrator IV	$214.00	$221.49	$229.24
Construction Administrator III	$192.00	$198.72	$205.68
Construction Administrator II	$174.00	$180.09	$186.39
Construction Administrator I	$145.00	$150.08	$155.33
Project Representative III	$169.00	$174.92	$181.04
Project Representative II	$145.00	$150.08	$155.33
Project Representative I	$127.00	$131.45	$136.05

EXHIBIT C
HOURLY RATE

Field Services Manager - Senior	$171.00	$176.99	$183.18
Field Services Manager	$162.00	$167.67	$173.54
Field Technician II	$134.00	$138.69	$143.54
Field Technician I	$101.00	$104.54	$108.19
Leak Detection 3 Person Crew	$588.00	$608.58	$629.88
Leak Detection 2 Person Crew	$411.00	$425.39	$440.27
Leak Detection 1 Person Crew	$236.00	$244.26	$252.81
GIS System Administrator	$185.00	$191.48	$198.18
GIS Data PM	$175.00	$181.13	$187.46
GIS Technician I	$105.00	$108.68	$112.48
GIS Analyst II	$145.00	$150.08	$155.33
GIS Analyst I	$125.00	$129.38	$133.90

AGREEMENT FOR
ENGINEERING CONTINUING SERVICES – UTILITES

THIS AGREEMENT (the "Agreement") is made and entered into as of the date of execution by both parties, by and between the **City of Bradenton**, a political subdivision of the State of Florida (the "City"), and **Woodard & Curran, Inc.**, a Maine corporation (the "Consultant").

WITNESSETH

WHEREAS, the City required a consultant to provide Engineering Continuing Services for Utilities; and

WHEREAS, the City issued (RFQ) #26-016NT on December 18, 2025 (the "Solicitation"); and

WHEREAS, the City evaluated the proposals in accordance with §287.055, F.S.; and

WHEREAS, the Consultant has reviewed the services required pursuant to this Agreement and is qualified, willing, and able to provide and perform all such services in accordance with its terms; and

WHEREAS, the parties desire to enter into a contract setting forth the terms and conditions of their agreement.

NOW, THEREFORE, the City and the Consultant, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, do agree as follows:

I. AGREEMENT DOCUMENTS AND SCOPE OF CONSULTANT'S SERVICES

The Scope of Services, Key Personnel, and Hourly Rates are attached hereto, and the Solicitation (including all attachments thereto) and the Consultant's Proposal are made part hereof by this reference, and the terms and provisions contained therein shall be incorporated into this Agreement as if fully stated herein (the documents attached hereto, this Agreement, and any Purchase Order(s) hereinafter issued pursuant to this Agreement shall be collectively referred to herein as the "Agreement Documents"). To the extent there is conflict among the terms and provisions of the Agreement Documents, the order of precedence shall be the order in which the Agreement Documents are listed below:

1. Contract and any addenda;
2. General Terms and Conditions;
3. Scope of Services;
4. Key Personnel;
5. Hourly Rates;
6. Purchase Order(s);
7. Solicitation; and
8. Consultant's Proposal.

The Consultant agrees to diligently provide all materials, services, and labor for Engineering Continuing Services for Utilities in accordance with the Scope of Services, attached as Exhibit A incorporated herein (the "Services").

II. TERM

A. This Agreement shall commence immediately upon execution by both the City and the Consultant and shall continue for an initial period of three (3) years. The Agreement may be renewed for up to two (2) additional one-year periods by written Agreement of both parties.

III. WORK ASSIGNMENTS

A. Consultant shall be engaged to perform specific work through the issuance of a negotiated work assignment ("Work Assignment").

B. Consultant acknowledges that the City has entered into multiple agreements with various firms (collectively with Consultant, the "Firms") for the Services and Work Assignments shall be issued on a rotational basis.

1. Work Assignments shall be issued in accordance with §287.055(2)(g). F.S

2. For each services category identified in the Scope of Services (the "Service Categories"), Purchasing will place the Firms in the City's professional services library in the order they are ranked, with the highest scoring Firm placed in the first position in the rotation.

3. As each Work Assignment is identified, the next Firm in the rotation will be offered the opportunity to negotiate that Work Assignment with the City's Administrative Agent.

4. Should a Firm decline a Work Assignment, fail to respond, or be unable to reach a satisfactory fee negotiation with the City within a reasonable time frame, the City will contact the next Firm on the list until the Work Assignment is successfully negotiated.

    1. Firms will have the option of rejecting one (1) Work Assignment within each Service Category within a twelve-month period without penalty. A second Work Assignment rejection within a Service Category during any twelve-month period will cause the Firm to be skipped in the rotation for the subsequent Work Assignment within the Service Category. A Firm who rejects three (3) Work Assignments (or is unable to satisfactorily negotiate three (3) Work Assignments) in any twelve-month period will be removed from the Service Category.

    2. Firms wishing to reject a Work Assignment for any reason must provide a rejection notification document in form and substance satisfactory to the City. A copy of this form must be provided to Purchasing by the City's Administrative Agent.

5. After notification by the City, the Consultant and City shall negotiate a scope of work, time schedule, and budget for performance of the work. When the scope of work, time schedule and budget are mutually agreeable, the Work Assignment shall be executed by the parties.

C. Consultant will identify and provide qualifications of sub-consultants during the Work Assignment negotiations. The City reserves the right to review and approve all sub-consultants identified in the Work Assignment prior to execution of the Work Assignment.

D. Amendments to Work Assignments shall reference original Work Assignment scope and all items as detailed in section III.B.5 to which they relate. No amendment to a Work Assignment is enforceable unless agreed to in writing by both parties and incorporated

into this Agreement.

E. If the City's Administrative Agent requires the Consultant to perform additional services related to a Work Assignment, then the Consultant shall be entitled to additional compensation based on the Hour Rates, as amended, to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Agreement by written amendment. The City shall not pay for any additional services or work performed prior to the execution of a written amendment to the .Work Assignment.

F. Notwithstanding the preceding, in the event additional services or work are required as a result of error, omission, or negligence of the Consultant, the Consultant shall not be entitled to additional compensation for such additional services or work.

G. Notwithstanding the foregoing, the City reserves the right, in its sole discretion, to disregard the rotation in any Service Category and select ("direct select") a specific firm to perform the required services.

IV. TERMINATION OF WORK ASSIGNMENTS

The City shall have the right at any time to terminate a Work Assignment. In that event, the Consultant shall cease work and shall deliver to the City all documents (including reports, designs, specifications, and all other data) prepared or obtained by the Consultant in connection with the Work Assignment. The City shall, upon receipt of the aforesaid documents, pay to the Consultant and the Consultant shall accept as full payment for its services, a sum of money equal to (1) the fee for each completed and accepted task as shown in the Work Assignment, plus (2) the fee for the percentage of the work completed in any authorized but completed task, less (3) all previous payments made for the same task.

V. COMPENSATION AND PAYMENT OF CONSULTANT'S SERVICE

A. Each Work Assignment shall include all profit, direct and indirect labor costs, personnel related costs, overhead and administrative costs, travel related out-of-pocket expenses and costs, and all other costs which are necessary to provide the services as outlined in this Agreement. Mark-up for sub-contracted services shall not exceed 10% of actual cost.

B. Consultant acknowledges and agrees that no minimum amount of work is guaranteed under this Agreement and City may elect to issue no purchase orders. If a purchase order is issued, the City reserves the right to amend, reduce or cancel the purchase order in its sole discretion.

C. Consultant represents and warrants that wage rates and other factual unit costs supporting the compensation relative to this Agreement shall be accurate, complete, and current at the time of entering into this Agreement. The amounts set forth in the Agreement will be adjusted to exclude any significant sums by which the Contract Price was increased where the City determines such increase is due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such adjustments must be made within one year following completion of the Agreement.

D. The City's performance and obligations to pay under this Agreement is contingent up on an appropriation of lawfully available funds by the City Council. The City shall promptly notify the

Consultant if the necessary appropriation is not made.

VI. METHOD OF PAYMENT

A. The City shall pay the Consultant in accordance with the Local Government Prompt Payment Act set forth in §218.70, et seq. F.S., upon receipt of the Consultant's invoice and written approval of same by the City's Administrative Agent indicating that the Services have been rendered in conformity with this Agreement.

B. The Consultant shall submit invoices for payment to the address indicated on the purchase order for the Services completed. The invoices shall set forth the charges for the completed Services in accordance with the Hourly Rates attached hereto and incorporated herein.

C. The Consultant's invoices shall be in a form satisfactory to the City. The Consultant is responsible for providing all necessary documentation that may be required by the City.

VII. LIABILITY OF CONSULTANT

A. The Consultant shall indemnify and hold harmless the agency, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract.

B. This section shall survive the termination or expiration of this Agreement.

VIII. CONSULTANT'S INSURANCE

Consultant shall procure and maintain insurance as specified in the Solicitation.

IX. RESPONSIBILITIES OF THE CONSULTANT

A. Consultant acknowledges that it is familiar with the requirements of the Agreement Documents, and that it will perform the Services as required.

B. The Consultant agrees to respond to communication from the City within three (3) working days unless a shorter response time is specified by the City.

C. The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all reports, designs, specifications, other documents and data used or produced by or at the behest of the Consultant under this Agreement. The Consultant shall, without additional compensation, correct or revise any errors or deficiencies in its reports, designs, specifications, other documents and data.

D. The Consultant warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Consultant) to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.

E. Consultant agrees that it and its employees shall communicate with City employees and

members of the public in a civil manner. All aspects of a Consultant's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Agreement in accordance with the provisions contained herein.

F. The Consultant shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

G. The Consultant shall maintain books, records, documents, and other evidence directly pertaining to or connected with the Services under this Agreement which shall be available and accessible at the Consultant's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives. Such records shall be retained for a minimum of five (5) fiscal years (From October to September) after completion of the Services.

H. The Consultant shall notify the City's Administrative Agent at least one (1) day in advance of any meeting between the Consultant and any City Council Member, regulatory agency or private citizen relating to this Agreement.

I. The Consultant is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. The Consultant is not an employee, agent or servant of the City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Consultant sole direction, supervision and control. The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all aspects the Consultant's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees of the City. Consultant shall be solely responsible for providing benefits and insurance to its employees.

J. The Consultant understands and acknowledges that pursuant to Ch. 934, F.S., Security of Communications; Surveillance, the City DOES NOT CONSENT to the interception and/or disclosure of its oral, wire, or electronic communications. Accordingly, the Consultant warrants it will not utilize nor deploy any electronic, mechanical, or other device (including bots, Artificial Intelligence, or similar software) to record, transcribe, or monitor any such communication during any non-public, in-person or virtual meetings between itself and the City. Consultant activities contrary to this warranty may constitute a felony under Ch. 934, implicate Ch. 119, F.S., Public Records, and/or constitute a material breach of this section and/or other section(s) of this Agreement (e.g. Records Retention, Audits, Ethics, Compliance, and Civility). Only duly authorized City personnel may grant an exception to this prohibition on a case-by-case basis.

X. OWNERSHIP, USE AND FORMATTING OF WORK PRODUCTS

A. It is understood and agreed that the work products, including reports, designs, specifications, other documents and data developed by the Consultant in connection with the Services shall be delivered to, and shall become the property of the City upon acceptance by the City. The Consultant hereby assigns all its copyright and other proprietary interests in the products of this Agreement to the City. Specific written authority is required from the City's Administrative Agent for the Consultant to use any of the work products of this Agreement on any non-City

project.

B. Notwithstanding the above, any reuse of the work products by the City on other projects will be at the risk of the City.

C. The City records all land related changes and/or activities in a Geographic Information System (GIS), the applicable version of which shall be stated in the scope. Therefore, all GIS or Computer Aided Drafting (CAD) formatted data created or modified in support of a project will be provided to the City as a project deliverable for inclusion into the City's GIS, at no additional cost. GIS data files submitted in support of a project must adhere to City GIS standards, and CAD drawings submitted must adhere to City CAD standards.

D. Computer systems and databases used for providing the documents necessary to this Agreement shall be compatible with existing City systems. City PCs run the latest version of the Windows operating system and Windows-based compatible software. Additional detail regarding City technology and system may be obtained by contacting the City's Information Technology Department.

XI. FORCE MAJEURE; PERFORMANCE OF CONSULTANT'S PERSONNEL

A. Time is of the essence in the performance of this Agreement. The Consultant specifically agrees that all work performed under the terms and conditions of this Agreement shall be completed within the time limits as set forth herein, or as otherwise identified in the Agreement Documents or as specified by the City's Administrative Agent, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

B. The Consultant shall ensure that all key personnel, support personnel, and other agents as identified in Exhibit B are fully qualified and capable to perform their assigned tasks. Any changes or substitution to the Consultant's key personnel must receive the City's Administrative Agent's written approval before said changes or substitution can become effective.

XII. OBLIGATIONS OF THE CITY

A. The City's Administrative Agent is designated to do all things necessary to properly administer the terms and conditions of this Agreement, including, but not limited to:

1. Review of all Consultant payment requests for approval or rejection; and
2. Periodic reviews of the work of the Consultant as necessary for the completion of the Consultant's services during the period of this Agreement.

B. The City shall not provide any services to the Consultant in connection with any claim brought on behalf of or against the Consultant.

XIII. TERMINATION

A. The City shall have the right at any time upon thirty (30) calendar days' written notice to the Consultant to terminate the Services of the Consultant for convenience. In the event of

termination pursuant to this paragraph, the City shall pay to the Consultant and the Consultant shall accept as full payment for its Services, a sum of money equal to the work completed in any commenced but incomplete Services.

B. Any failure of the Consultant to satisfy the requirements of this Agreement, as documented by the Administrative Agent, shall be considered a default of the Agreement and sufficient reason for termination.

    1. For defaults that are curable (as determined solely by the City), the Consultant shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification.

    2. For defaults that are not curable (as determined solely by the City), notice of the termination date shall be given as deemed appropriate by the City.

C. In the event the City's termination of this Agreement for default is in any way deficient, at the option of the City such termination may be deemed to be a termination for convenience pursuant to Section XIV.A. above.

D. The parties may mutually agree to terminate this Agreement. Such termination shall be evidenced by a notice issued by the City. In the event of termination pursuant to this paragraph, the City shall pay to the Consultant and the Consultant shall accept as full payment for its Services, a sum of money equal to the work completed in any commenced but incomplete Services.

E. In the event that the Consultant has abandoned performance under this Agreement, then the City may terminate this Agreement upon three (3) calendar days' written notice to the Consultant indicating its intention to do so. Payment for work performed prior to the Consultant's abandonment shall be as stated in paragraph XII.D. above. Consultant shall have one hundred and eighty (180) days from the effective date of such termination to submit invoices. Invoices submitted more than one hundred and eighty (180) days after the effective date of such termination may not be accepted for payment.

F. The Consultant shall have the right to terminate Services only in the event of the City failing to pay the Consultant's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Administrative Agent.

G. The City reserves the right to terminate and cancel this Agreement in the event the Consultant shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors.

H. After consultation with and written notice to the Consultant providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to:

    1. The quality of a portion, or all, of the Consultant's work not performed in accordance with the requirements of this Agreement;

    2. The quantity of the Consultant's work not delivered or performed as represented in the Consultant's Payment Request, or otherwise;

    3. Claims made, or likely to be made, against the City or its property;

    4. Damages to the City or a third party caused by the Consultant;

    5. The Consultant's failure or refusal to perform any obligation under this Agreement.

XIV. STOP WORK ORDER

A. The City's Administrative Agent, may at any time, by written order to the Consultant, require the Consultant to stop all or any part of the work called for by this Agreement. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Consultant. Upon receipt of such as order, the Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Consultant shall not resume work unless specifically so directed in writing by the City. Before the stop work order expires unless it is extended, the Administrative Agent shall take one of the following actions:

1. Cancel the stop work order; or
2. Terminate the work covered by the order; or
3. Terminate this Agreement in accordance with the provisions contained in Section XIV.A.

B. In the event the City elects not to direct the Consultant to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XIV.A. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the City does not direct the Consultant to resume work within ninety (90) days, the Consultant may terminate this Agreement.

XV. DISPUTE RESOLUTION

A. To the extent Chapter 558, F.S. is applicable, the parties expressly opt out of the requirements of Chapter 558, F.S., within the meaning of §558.005(1), F.S.

B. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Manatee County, Florida, with the parties sharing equally in the cost of such mediation.

C. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.

D. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Manatee County, Florida, or where proper subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

E. The parties hereby waive all rights to trial by jury for any litigation concerning this Agreement.

F. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.

G. Unless otherwise agreed in writing, the Consultant shall be required to continue its service and all other obligations under this Agreement during the pendency of any claim or dispute including, but not limited to, the actual period of mediation or judicial proceeding.

XVI. PUBLIC RECORDS

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

City of Bradenton
City Clerk
101 Old Main Street
Bradenton, FL 34205

Phone: 941-932-9400
Email: Cityclerk@Cityofbradenton.com

XVII. MISCELLANEOUS

A. The Agreement Documents constitute the sole and complete understanding between the parties and supersede all other Agreements between them, whether oral or written with respect to the subject matter. No amendment, change order or addendum to the Agreement Documents is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

B. The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.

C. The parties hereto do not intend, nor shall this Agreement be construed, to grant any rights, privileges, or interest to any third party.

D. If the Consultant is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

E. The Consultant shall not assign or transfer any rights, interests, or obligations under this Agreement (whether by novation or otherwise) without the prior written consent of the City, except that claims for the money due or to become due to the Consultant from the City under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the City. Written notice of any such transfer or assignment due to bankruptcy shall be promptly given to the City.

F. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

G. The failure of any party hereto to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of such party's rights or deprive such party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

H. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be unaffected thereby and shall remain valid and enforceable as to each party.

I. The parties covenant and agree that each is duly authorized to enter into and perform this

Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

J. Neither the City's review, approval or acceptance of, nor payment for, the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement.

K. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies available at law or in equity.

L. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

M. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the address below:

Consultant's Representative:		City's Administrative Agent:	
Name:	Scott Shannon, PE	Name:	Kim Clayback, PE
Title:	Project Management Program Lead	Title:	Engineering Manager
Address:	1511 N Westshore Blvd Ste 420	Address:	888 13th Ave E. Bradenton, FL 34208
	Tampa, FL 33607		
Telephone:	407-580-1707	Telephone:	941-708-6304
E-Mail:	sshannon@woodardcurran.com	E-Mail:	Kim.clayback@bradentonfl.gov

With a copy to:
Blalock Walters, P.A.
Attn: Scott E. Rudacille, Esq.
802 11th Street West
Bradenton, Florida 34205
srudacille@blalockwalters.com

N. Any change in the City's Administrative Agent or the Consultant's Representative will be promptly communicated in writing by the party making the change.

O. Paragraph headings are for convenience of the parties and for reference purposes only and shall be given no legal effect.

P. The Solicitation and all attachments and addenda thereto are hereby incorporated in the Agreement by this reference.

Consultant and City acknowledge having read and understood this Agreement and hereby agree to be bound by its terms and conditions.

AGREEMENT FOR
ENGINEERING CONTINUING SERVICES – UTILITES

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the date last written below.

WOODARD & CURRAN, INC.

By: _____

Print Name: Scott C. Shannon
(Title of Authorized Representative)

Date: 7 April 2026

Title: Senior Vice President

CITY OF BRADENTON

By: _____
GENE BROWN
Mayor

Date: _____

ATTEST:

By: _____
TAMARA MELTON
City Clerk

Approved as to form:

By: _____
SCOTT E. RUDACILLE
City Attorney

EXHIBIT A
SCOPE OF SERVICES

I. Overview

The Consultant shall provide professional engineering services for projects within the utility work program consisting of studies, design, permitting, and certification for all types of water and wastewater pipelines, facility improvements, lift station rehabilitation, pump station improvements, repairs and upgrades to the water and wastewater utility system.

II. Assignment of Work

A. Project sizes may vary, and tasks will be assigned based on individually negotiated work assignments.
B. Consultant shall perform all the services specified in accordance with generally accepted professional standards. Consultant shall perform all services expeditiously with professional skill, care, and orderly progress of work.
C. At least one (1) key personnel shall hold and maintain the state license(s) necessary to perform the requested work
D. All work shall conform to and comply with applicable codes, laws, ordinances, regulations and restrictions.

III. Scope of Services

A. This category of work includes professional engineering design services associated with Public Works Utilities. The work may include, but is not limited to pre-design services, design services, and Services During Construction (SDC) which shall include field and/or office administration tasks.

B. Projects may include but not limited to:

1. Regulatory permitting and compliance assistance
2. Water supply evaluation, planning, permitting, and design
3. Water transmission/distribution system modeling, planning and design
4. Water/wastewater treatment plant operations evaluation, and design
5. Wastewater collection/transmission system evaluation, modeling, planning, and design
6. Wastewater effluent/reclaimed water distribution and disposal system evaluation, planning, and design
7. Water/wastewater/reclaimed water SCADA and instrumentation system planning and design
8. Water/wastewater/reclaimed water electrical, emergency power and emergency pumping system planning and design
9. Feasibility studies
10. Value engineering

EXHIBIT A
SCOPE OF SERVICES

C. Pre-Design Phase Services

The Consultant shall produce a draft scope of services for the work to be perform as part of the design phase with in thirty (30) days of the City scheduled pre-design kick off meeting.

D. Design Phase Services

The Consultant shall design, permit, and provide bid phase services during the design phase. The services may include, but not limited to:

1. Provide project management services
2. Prepare feasibility studies, investigative studies, route analysis, and preliminary design reports.
3. Perform hydraulic modeling
4. Participate in the site and development processes.
5. Development of design plans, technical specifications, and related items for bidding projects.
6. Prepare and submit applicable permit application to the appropriate regulatory agencies and respond to Request for Addition Information for individual permits
7. Provide easement and property acquisition assistance, including preparation of legal descriptions and sketches.
8. Provide bid phase services.
9. Coordinate with other disciplines
10. Participate in collaborative project workshops, and public outreach efforts.
11. Compliance with local, state, and federal ordinances and codes.
12. Prepare record drawings

E. Construction Phase Services

SDC Provided by the Consultant may include, but not limited to:

1. Provide general program management and maintain routing contact to discuss progress and project developments with the City.
2. Lead, participate and manage pre-construction meetings, providing minutes, if applicable.
3. Review Requests for Information, submittals, verify quantities, and similar items during the construction phase.
4. Review pay applications, change orders, schedules, progress reports, and as-built drawings.
5. Prepare and certify utility systems, if needed.
6. Observe construction projects, prepare daily inspection reports, take photographs and provide to the City's Project Manager.

EXHIBIT B
KEY PERSONNEL

TITLE	PERSONNEL NAME
Project Management Program Lead	Scott Shannon, PE
Principal-in-Charge	Ryan Watson
Project Advisor/Coordinator	Jon Himlan, PE

EXHIBIT C
HOURLY RATES

TITLE	HOURLY RATE
Administrative	$125
Drafter / Project Assistant / Technician 1	$140
Graphic Artist / Project Specialist	$150
Graphics Manager / Senior Project Assistant	$160
Designer 1 / Geologist 1 / GIS Analyst 1 / Planner 1 / Scientist 1 / Technician 2	$165
Designer 2 / Engineer 1 / Geologist 2 / GIS Analyst 2 / Scientist 2 / Specifications Manager	$170
Planner 2 / Technical Specialist 1 / Technician 3	$175
Contract Document Specialist / Geologist 3 / GIS Analyst 3 / Scientist 3	$180
Designer 3 / Engineer 2 / Plant Manager / Procurement Specialist / Programmer 1 / Project Geologist 1 / Project Scientist 1 / Technical Specialist 2	$190
Engineer 3 / GIS Solutions Analyst / Planner 3 / Programmer 2 / Technical Specialist 3	$205
Programmer 3 / Project Geologist 2 / Project Scientist 2 / Project Tech Specialist 1 / Senior Designer	$210
Project Electrical Engineer 1 / Project Engineer 1 / Project Planner 1	$215
Project Engineer 2 / Project Planner 2 / Project Tech Specialist 2 / Senior Project Geologist / Senior Project Scientist / Senior Resident Project Representative	$225
Senior Cost Estimator / Senior Planner	$230
GIS Manager / Project Manager 1 / Technical Manager 1	$240
Construction Manager / Project Manager 2 / Technical Manager 2	$260
Program Manager	$265
Senior Project Manager / Senior Technical Manager	$270
Senior Consultant / Senior Delivery Leader / Senior Program Leader / Senior Technical Leader	$275
Principal in Charge / Senior Technical Consultant	$280

EXHIBIT C
HOURLY RATES

National Technical Leader / Senior Practice Leader	$290

AGREEMENT FOR
ENGINEERING CONTINUING SERVICES – UTILITES

THIS AGREEMENT (the "Agreement") is made and entered into as of the date of execution by both parties, by and between the **City of Bradenton**, a political subdivision of the State of Florida (the "City"), and **Jones Edmunds & Associates, Inc.**, a Florida corporation (the "Consultant").

WITNESSETH

WHEREAS, the City required a consultant to provide Engineering Continuing Services for Utilities; and

WHEREAS, the City issued (RFQ) #26-016NT on December 18, 2025 (the "Solicitation"); and

WHEREAS, the City evaluated the proposals in accordance with §287.055, F.S.; and

WHEREAS, the Consultant has reviewed the services required pursuant to this Agreement and is qualified, willing, and able to provide and perform all such services in accordance with its terms; and

WHEREAS, the parties desire to enter into a contract setting forth the terms and conditions of their agreement.

NOW, THEREFORE, the City and the Consultant, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, do agree as follows:

I. AGREEMENT DOCUMENTS AND SCOPE OF CONSULTANT'S SERVICES

The Scope of Services, Key Personnel, and Hourly Rates are attached hereto, and the Solicitation (including all attachments thereto) and the Consultant's Proposal are made part hereof by this reference, and the terms and provisions contained therein shall be incorporated into this Agreement as if fully stated herein (the documents attached hereto, this Agreement, and any Purchase Order(s) hereinafter issued pursuant to this Agreement shall be collectively referred to herein as the "Agreement Documents"). To the extent there is conflict among the terms and provisions of the Agreement Documents, the order of precedence shall be the order in which the Agreement Documents are listed below:

1. Contract and any addenda;
2. General Terms and Conditions;
3. Scope of Services;
4. Key Personnel;
5. Hourly Rates;
6. Purchase Order(s);
7. Solicitation; and
8. Consultant's Proposal.

The Consultant agrees to diligently provide all materials, services, and labor for Engineering Continuing Services for Utilities in accordance with the Scope of Services, attached as Exhibit A incorporated herein (the "Services").

II. TERM

A. This Agreement shall commence immediately upon execution by both the City and the Consultant and shall continue for an initial period of three (3) years. The Agreement may be renewed for up to two (2) additional one-year periods by written Agreement of both parties.

III. WORK ASSIGNMENTS

A. Consultant shall be engaged to perform specific work through the issuance of a negotiated work assignment ("Work Assignment").

B. Consultant acknowledges that the City has entered into multiple agreements with various firms (collectively with Consultant, the "Firms") for the Services and Work Assignments shall be issued on a rotational basis.

1. Work Assignments shall be issued in accordance with §287.055(2)(g). F.S

2. For each services category identified in the Scope of Services (the "Service Categories"), Purchasing will place the Firms in the City's professional services library in the order they are ranked, with the highest scoring Firm placed in the first position in the rotation.

3. As each Work Assignment is identified, the next Firm in the rotation will be offered the opportunity to negotiate that Work Assignment with the City's Administrative Agent.

4. Should a Firm decline a Work Assignment, fail to respond, or be unable to reach a satisfactory fee negotiation with the City within a reasonable time frame, the City will contact the next Firm on the list until the Work Assignment is successfully negotiated.

    1. Firms will have the option of rejecting one (1) Work Assignment within each Service Category within a twelve-month period without penalty. A second Work Assignment rejection within a Service Category during any twelve-month period will cause the Firm to be skipped in the rotation for the subsequent Work Assignment within the Service Category. A Firm who rejects three (3) Work Assignments (or is unable to satisfactorily negotiate three (3) Work Assignments) in any twelve-month period will be removed from the Service Category.

    2. Firms wishing to reject a Work Assignment for any reason must provide a rejection notification document in form and substance satisfactory to the City. A copy of this form must be provided to Purchasing by the City's Administrative Agent.

5. After notification by the City, the Consultant and City shall negotiate a scope of work, time schedule, and budget for performance of the work. When the scope of work, time schedule and budget are mutually agreeable, the Work Assignment shall be executed by the parties.

C. Consultant will identify and provide qualifications of sub-consultants during the Work Assignment negotiations. The City reserves the right to review and approve all sub-consultants identified in the Work Assignment prior to execution of the Work Assignment.

D. Amendments to Work Assignments shall reference original Work Assignment scope and all items as detailed in section III.B.5 to which they relate. No amendment to a Work Assignment is enforceable unless agreed to in writing by both parties and incorporated

into this Agreement.

E. If the City's Administrative Agent requires the Consultant to perform additional services related to a Work Assignment, then the Consultant shall be entitled to additional compensation based on the Hour Rates, as amended, to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Agreement by written amendment. The City shall not pay for any additional services or work performed prior to the execution of a written amendment to the .Work Assignment.

F. Notwithstanding the preceding, in the event additional services or work are required as a result of error, omission, or negligence of the Consultant, the Consultant shall not be entitled to additional compensation for such additional services or work.

G. Notwithstanding the foregoing, the City reserves the right, in its sole discretion, to disregard the rotation in any Service Category and select ("direct select") a specific firm to perform the required services.

IV. TERMINATION OF WORK ASSIGNMENTS

The City shall have the right at any time to terminate a Work Assignment. In that event, the Consultant shall cease work and shall deliver to the City all documents (including reports, designs, specifications, and all other data) prepared or obtained by the Consultant in connection with the Work Assignment. The City shall, upon receipt of the aforesaid documents, pay to the Consultant and the Consultant shall accept as full payment for its services, a sum of money equal to (1) the fee for each completed and accepted task as shown in the Work Assignment, plus (2) the fee for the percentage of the work completed in any authorized but completed task, less (3) all previous payments made for the same task.

V. COMPENSATION AND PAYMENT OF CONSULTANT'S SERVICE

A. Each Work Assignment shall include all profit, direct and indirect labor costs, personnel related costs, overhead and administrative costs, travel related out-of-pocket expenses and costs, and all other costs which are necessary to provide the services as outlined in this Agreement. Mark-up for sub-contracted services shall not exceed 10% of actual cost.

B. Consultant acknowledges and agrees that no minimum amount of work is guaranteed under this Agreement and City may elect to issue no purchase orders. If a purchase order is issued, the City reserves the right to amend, reduce or cancel the purchase order in its sole discretion.

C. Consultant represents and warrants that wage rates and other factual unit costs supporting the compensation relative to this Agreement shall be accurate, complete, and current at the time of entering into this Agreement. The amounts set forth in the Agreement will be adjusted to exclude any significant sums by which the Contract Price was increased where the City determines such increase is due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such adjustments must be made within one year following completion of the Agreement.

D. The City's performance and obligations to pay under this Agreement is contingent up on an appropriation of lawfully available funds by the City Council. The City shall promptly notify the

Consultant if the necessary appropriation is not made.

VI. METHOD OF PAYMENT

A. The City shall pay the Consultant in accordance with the Local Government Prompt Payment Act set forth in §218.70, et seq. F.S., upon receipt of the Consultant's invoice and written approval of same by the City's Administrative Agent indicating that the Services have been rendered in conformity with this Agreement.

B. The Consultant shall submit invoices for payment to the address indicated on the purchase order for the Services completed. The invoices shall set forth the charges for the completed Services in accordance with the Hourly Rates attached hereto and incorporated herein.

C. The Consultant's invoices shall be in a form satisfactory to the City. The Consultant is responsible for providing all necessary documentation that may be required by the City.

VII. LIABILITY OF CONSULTANT

A. The Consultant shall indemnify and hold harmless the agency, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract.

B. This section shall survive the termination or expiration of this Agreement.

VIII. CONSULTANT'S INSURANCE

Consultant shall procure and maintain insurance as specified in the Solicitation.

IX. RESPONSIBILITIES OF THE CONSULTANT

A. Consultant acknowledges that it is familiar with the requirements of the Agreement Documents, and that it will perform the Services as required.

B. The Consultant agrees to respond to communication from the City within three (3) working days unless a shorter response time is specified by the City.

C. The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all reports, designs, specifications, other documents and data used or produced by or at the behest of the Consultant under this Agreement. The Consultant shall, without additional compensation, correct or revise any errors or deficiencies in its reports, designs, specifications, other documents and data.

D. The Consultant warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Consultant) to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.

E. Consultant agrees that it and its employees shall communicate with City employees and

members of the public in a civil manner. All aspects of a Consultant's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Agreement in accordance with the provisions contained herein.

F. The Consultant shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

G. The Consultant shall maintain books, records, documents, and other evidence directly pertaining to or connected with the Services under this Agreement which shall be available and accessible at the Consultant's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives. Such records shall be retained for a minimum of five (5) fiscal years (From October to September) after completion of the Services.

H. The Consultant shall notify the City's Administrative Agent at least one (1) day in advance of any meeting between the Consultant and any City Council Member, regulatory agency or private citizen relating to this Agreement.

I. The Consultant is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. The Consultant is not an employee, agent or servant of the City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Consultant sole direction, supervision and control. The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all aspects the Consultant's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees of the City. Consultant shall be solely responsible for providing benefits and insurance to its employees.

J. The Consultant understands and acknowledges that pursuant to Ch. 934, F.S., Security of Communications; Surveillance, the City DOES NOT CONSENT to the interception and/or disclosure of its oral, wire, or electronic communications. Accordingly, the Consultant warrants it will not utilize nor deploy any electronic, mechanical, or other device (including bots, Artificial Intelligence, or similar software) to record, transcribe, or monitor any such communication during any non-public, in-person or virtual meetings between itself and the City. Consultant activities contrary to this warranty may constitute a felony under Ch. 934, implicate Ch. 119, F.S., Public Records, and/or constitute a material breach of this section and/or other section(s) of this Agreement (e.g. Records Retention, Audits, Ethics, Compliance, and Civility). Only duly authorized City personnel may grant an exception to this prohibition on a case-by-case basis.

X. OWNERSHIP, USE AND FORMATTING OF WORK PRODUCTS

A. It is understood and agreed that the work products, including reports, designs, specifications, other documents and data developed by the Consultant in connection with the Services shall be delivered to, and shall become the property of the City upon acceptance by the City. The Consultant hereby assigns all its copyright and other proprietary interests in the products of this Agreement to the City. Specific written authority is required from the City's Administrative Agent for the Consultant to use any of the work products of this Agreement on any non-City

project.

B. Notwithstanding the above, any reuse of the work products by the City on other projects will be at the risk of the City.

C. The City records all land related changes and/or activities in a Geographic Information System (GIS), the applicable version of which shall be stated in the scope. Therefore, all GIS or Computer Aided Drafting (CAD) formatted data created or modified in support of a project will be provided to the City as a project deliverable for inclusion into the City's GIS, at no additional cost. GIS data files submitted in support of a project must adhere to City GIS standards, and CAD drawings submitted must adhere to City CAD standards.

D. Computer systems and databases used for providing the documents necessary to this Agreement shall be compatible with existing City systems. City PCs run the latest version of the Windows operating system and Windows-based compatible software. Additional detail regarding City technology and system may be obtained by contacting the City's Information Technology Department.

XI. FORCE MAJEURE; PERFORMANCE OF CONSULTANT'S PERSONNEL

A. Time is of the essence in the performance of this Agreement. The Consultant specifically agrees that all work performed under the terms and conditions of this Agreement shall be completed within the time limits as set forth herein, or as otherwise identified in the Agreement Documents or as specified by the City's Administrative Agent, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

B. The Consultant shall ensure that all key personnel, support personnel, and other agents as identified in Exhibit B are fully qualified and capable to perform their assigned tasks. Any changes or substitution to the Consultant's key personnel must receive the City's Administrative Agent's written approval before said changes or substitution can become effective.

XII. OBLIGATIONS OF THE CITY

A. The City's Administrative Agent is designated to do all things necessary to properly administer the terms and conditions of this Agreement, including, but not limited to:

1. Review of all Consultant payment requests for approval or rejection; and
2. Periodic reviews of the work of the Consultant as necessary for the completion of the Consultant's services during the period of this Agreement.

B. The City shall not provide any services to the Consultant in connection with any claim brought on behalf of or against the Consultant.

XIII. TERMINATION

A. The City shall have the right at any time upon thirty (30) calendar days' written notice to the Consultant to terminate the Services of the Consultant for convenience. In the event of

termination pursuant to this paragraph, the City shall pay to the Consultant and the Consultant shall accept as full payment for its Services, a sum of money equal to the work completed in any commenced but incomplete Services.

B. Any failure of the Consultant to satisfy the requirements of this Agreement, as documented by the Administrative Agent, shall be considered a default of the Agreement and sufficient reason for termination.

    1. For defaults that are curable (as determined solely by the City), the Consultant shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification.

    2. For defaults that are not curable (as determined solely by the City), notice of the termination date shall be given as deemed appropriate by the City.

C. In the event the City's termination of this Agreement for default is in any way deficient, at the option of the City such termination may be deemed to be a termination for convenience pursuant to Section XIV.A. above.

D. The parties may mutually agree to terminate this Agreement. Such termination shall be evidenced by a notice issued by the City. In the event of termination pursuant to this paragraph, the City shall pay to the Consultant and the Consultant shall accept as full payment for its Services, a sum of money equal to the work completed in any commenced but incomplete Services.

E. In the event that the Consultant has abandoned performance under this Agreement, then the City may terminate this Agreement upon three (3) calendar days' written notice to the Consultant indicating its intention to do so. Payment for work performed prior to the Consultant's abandonment shall be as stated in paragraph XII.D. above. Consultant shall have one hundred and eighty (180) days from the effective date of such termination to submit invoices. Invoices submitted more than one hundred and eighty (180) days after the effective date of such termination may not be accepted for payment.

F. The Consultant shall have the right to terminate Services only in the event of the City failing to pay the Consultant's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Administrative Agent.

G. The City reserves the right to terminate and cancel this Agreement in the event the Consultant shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors.

H. After consultation with and written notice to the Consultant providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to:

    1. The quality of a portion, or all, of the Consultant's work not performed in accordance with the requirements of this Agreement;

    2. The quantity of the Consultant's work not delivered or performed as represented in the Consultant's Payment Request, or otherwise;

    3. Claims made, or likely to be made, against the City or its property;

    4. Damages to the City or a third party caused by the Consultant;

    5. The Consultant's failure or refusal to perform any obligation under this Agreement.

XIV. STOP WORK ORDER

A. The City's Administrative Agent, may at any time, by written order to the Consultant, require the Consultant to stop all or any part of the work called for by this Agreement. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Consultant. Upon receipt of such as order, the Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Consultant shall not resume work unless specifically so directed in writing by the City. Before the stop work order expires unless it is extended, the Administrative Agent shall take one of the following actions:

1. Cancel the stop work order; or
2. Terminate the work covered by the order; or
3. Terminate this Agreement in accordance with the provisions contained in Section XIV.A.

B. In the event the City elects not to direct the Consultant to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XIV.A. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the City does not direct the Consultant to resume work within ninety (90) days, the Consultant may terminate this Agreement.

XV. DISPUTE RESOLUTION

A. To the extent Chapter 558, F.S. is applicable, the parties expressly opt out of the requirements of Chapter 558, F.S., within the meaning of §558.005(1), F.S.

B. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Manatee County, Florida, with the parties sharing equally in the cost of such mediation.

C. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.

D. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Manatee County, Florida, or where proper subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

E. The parties hereby waive all rights to trial by jury for any litigation concerning this Agreement.

F. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.

G. Unless otherwise agreed in writing, the Consultant shall be required to continue its service and all other obligations under this Agreement during the pendency of any claim or dispute including, but not limited to, the actual period of mediation or judicial proceeding.

XVI. PUBLIC RECORDS

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

City of Bradenton
City Clerk
101 Old Main Street
Bradenton, FL 34205

Phone: 941-932-9400
Email: Cityclerk@Cityofbradenton.com

XVII. MISCELLANEOUS

A. The Agreement Documents constitute the sole and complete understanding between the parties and supersede all other Agreements between them, whether oral or written with respect to the subject matter. No amendment, change order or addendum to the Agreement Documents is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

B. The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.

C. The parties hereto do not intend, nor shall this Agreement be construed, to grant any rights, privileges, or interest to any third party.

D. If the Consultant is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

E. The Consultant shall not assign or transfer any rights, interests, or obligations under this Agreement (whether by novation or otherwise) without the prior written consent of the City, except that claims for the money due or to become due to the Consultant from the City under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the City. Written notice of any such transfer or assignment due to bankruptcy shall be promptly given to the City.

F. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

G. The failure of any party hereto to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of such party's rights or deprive such party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

H. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be unaffected thereby and shall remain valid and enforceable as to each party.

I. The parties covenant and agree that each is duly authorized to enter into and perform this

Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

J. Neither the City's review, approval or acceptance of, nor payment for, the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement.

K. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies available at law or in equity.

L. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

M. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the address below:

Consultant's Representative:		City's Administrative Agent:	
Name:	Thomas W. Friedrich, PE	Name:	Kim Clayback, PE
Title:	Senior Consultant/Vice President	Title:	Engineering Manager
Address:	324 S. Hyde Park Avenue, Suite 250 Tampa, FL 33606	Address:	888 13th Ave E. Bradenton, FL 34208
Telephone:	813-258-0703	Telephone:	941-708-6304
E-Mail:	tfriedrich@jonesedmunds.com	E-Mail:	Kim.clayback@bradentonfl.gov

With a copy to:
Blalock Walters, P.A.
Attn: Scott E. Rudacille, Esq.
802 11th Street West
Bradenton, Florida 34205
srudacille@blalockwalters.com

N. Any change in the City's Administrative Agent or the Consultant's Representative will be promptly communicated in writing by the party making the change.

O. Paragraph headings are for convenience of the parties and for reference purposes only and shall be given no legal effect.

P. The Solicitation and all attachments and addenda thereto are hereby incorporated in the Agreement by this reference.

Consultant and City acknowledge having read and understood this Agreement and hereby agree to be bound by its terms and conditions.

AGREEMENT FOR
ENGINEERING CONTINUING SERVICES – UTILITES

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the date last written below.

JONES EDMUNDS & ASSOCIATES INC.

By: Stanley F. Ferreira, Jr.
Stanley F. Ferreira, Jr. (Mar 18, 2026 15:15:53 EDT)

Print Name: Stanley F. Ferreira, Jr., PE
(Title of Authorized Representative)

Date: Mar 18, 2026

Title: President & CEO

CITY OF BRADENTON

By: _____
GENE BROWN
Mayor

Date: _____

ATTEST:

By: _____
TAMARA MELTON
City Clerk

Approved as to form:

By: _____
SCOTT E. RUDACILLE
City Attorney

EXHIBIT A
SCOPE OF SERVICES

I. Overview

The Consultant shall provide professional engineering services for projects within the utility work program consisting of studies, design, permitting, and certification for all types of water and wastewater pipelines, facility improvements, lift station rehabilitation, pump station improvements, repairs and upgrades to the water and wastewater utility system.

II. Assignment of Work

A. Project sizes may vary, and tasks will be assigned based on individually negotiated work assignments.
B. Consultant shall perform all the services specified in accordance with generally accepted professional standards. Consultant shall perform all services expeditiously with professional skill, care, and orderly progress of work.
C. At least one (1) key personnel shall hold and maintain the state license(s) necessary to perform the requested work
D. All work shall conform to and comply with applicable codes, laws, ordinances, regulations and restrictions.

III. Scope of Services

A. This category of work includes professional engineering design services associated with Public Works Utilities. The work may include, but is not limited to pre-design services, design services, and Services During Construction (SDC) which shall include field and/or office administration tasks.

B. Projects may include but not limited to:

1. Regulatory permitting and compliance assistance
2. Water supply evaluation, planning, permitting, and design
3. Water transmission/distribution system modeling, planning and design
4. Water/wastewater treatment plant operations evaluation, and design
5. Wastewater collection/transmission system evaluation, modeling, planning, and design
6. Wastewater effluent/reclaimed water distribution and disposal system evaluation, planning, and design
7. Water/wastewater/reclaimed water SCADA and instrumentation system planning and design
8. Water/wastewater/reclaimed water electrical, emergency power and emergency pumping system planning and design
9. Feasibility studies
10. Value engineering

EXHIBIT A
SCOPE OF SERVICES

C. Pre-Design Phase Services

The Consultant shall produce a draft scope of services for the work to be perform as part of the design phase with in thirty (30) days of the City scheduled pre-design kick off meeting.

D. Design Phase Services

The Consultant shall design, permit, and provide bid phase services during the design phase. The services may include, but not limited to:

1. Provide project management services
2. Prepare feasibility studies, investigative studies, route analysis, and preliminary design reports.
3. Perform hydraulic modeling
4. Participate in the site and development processes.
5. Development of design plans, technical specifications, and related items for bidding projects.
6. Prepare and submit applicable permit application to the appropriate regulatory agencies and respond to Request for Addition Information for individual permits
7. Provide easement and property acquisition assistance, including preparation of legal descriptions and sketches.
8. Provide bid phase services.
9. Coordinate with other disciplines
10. Participate in collaborative project workshops, and public outreach efforts.
11. Compliance with local, state, and federal ordinances and codes.
12. Prepare record drawings

E. Construction Phase Services

SDC Provided by the Consultant may include, but not limited to:

1. Provide general program management and maintain routing contact to discuss progress and project developments with the City.
2. Lead, participate and manage pre-construction meetings, providing minutes, if applicable.
3. Review Requests for Information, submittals, verify quantities, and similar items during the construction phase.
4. Review pay applications, change orders, schedules, progress reports, and as-built drawings.
5. Prepare and certify utility systems, if needed.
6. Observe construction projects, prepare daily inspection reports, take photographs and provide to the City's Project Manager.

EXHIBIT B
KEY PERSONNEL

TITLE	PERSONNEL NAME
Managing Principal	Alan Foley, PE
Project Officer	Tom Friedrich, PE, BCEE
Project Officer	Rich Koller, PE
Project Officer	Kelly Flowers, MBA
Chief Engineer/Chief Scientist	Jim McLellan, PE
Chief Engineer/Chief Scientist	Jim French, PE
Senior Project Manager/Senior Engineer	Jamie Bell, PE
Senior Project Manager/Senior Engineer	Tom Blush
Senior Project Manager/Senior Engineer	Anthony Holmes, PE
Senior Project Manager/Senior Engineer	Jafet Torres, PE
Senior Project Manager/Senior Engineer	Mike Clark, PE
Senior Project Manager/Senior Engineer	Meri Beyer, PE
Senior Project Manager/Senior Engineer	Troy Hays, PG
Senior Project Manager/Senior Engineer	TJ Lillo, PE
Senior Project Manager/Senior Engineer	John Horvath, PE
Senior Project Manager/Senior Engineer	Alex Buchans
Senior Project Manager/Senior Engineer	Pat Burger, PE
Project Engineer/ Project Manager/Senior Scientist	BJ Bukata, MS, PWS, AA
Project Engineer/ Project Manager/Senior Scientist	Sean Menard, PE
Project Engineer/ Project Manager/Senior Scientist	Edward Ernest, PE
Systems Analyst	Brian Rosenfeld, MS, GISP
Senior Construction Administrator	Chris Seufert, PMP
Senior Construction Administrator	Gregg Fruecht

EXHIBIT C
HOURLY RATES

TITLE	HOURLY RATE
Managing Principal	$350.00
Project Officer	$325.00
Chief Engineer/Chief Scientist	$310.00
Senior Project Manager/Senior Engineer	$290.00
Project Engineer/ Project Manager/Senior Scientist	$235.00
Systems Analyst	$235.00
Senior Construction Administrator	$235.00
Senior Technical Editor	$180.00
Engineer/Project Scientist	$180.00
Senior CADD Designer/Senior GIS Analyst	$180.00
Construction Administrator	$180.00
Engineer Intern/Scientist	$160.00
CADD Designer/GIS Analyst/Designer	$160.00
Senior Field Representative Construction	$160.00
Associate Scientist	$145.00
Senior CADD Technician	$145.00
Senior Field Technician Environmental	$145.00
Field Representative Construction	$145.00
CADD Technician/GIS Technician	$130.00
Environmental Data Analyst	$130.00
Field Technician Environmental	$130.00
Construction Project Coordinator	$130.00
Senior Administrative Assistant	$130.00
Administrative Assistant	$100.00

AGENDA ITEM NO. 6.m

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: April 22, 2026

SUBMITTED BY: Erin Jones, Purchasing

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Second Extension of the Contract between The City of Bradenton and Bradenton Area Economic Development Corporation

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The Second Contract Extension between the City of Bradenton and Bradenton Area Economic Development Corporation. The Agreement provides the parties with the option to extend the Agreement for a maximum of two additional 1-year renewal periods upon the written mutual consent of the parties. The parties desire to extend the Agreement through September 30, 2026.

FINANCIAL IMPACT:
Provided in FY 26 budget.

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed and approved by Attorney Rudacille.

SUGGESTED MOTION:
Motion to approve the Second Extension of the Contract with the Bradenton Area Economic Development Corporation.

ATTACHMENTS:
Second Extension of the Contract with Bradenton Economic Development

Corporation

Second Extension of the Contract between The City of Bradenton and Bradenton Area Economic Development Corporation

This Second Contract Extension (the "Extension") is made, by and between, **the City of Bradenton**, a political subdivision of the State of Florida (the "City"), and **Bradenton Area Economic Development Corporation**, a Florida not-for-profit corporation (the "EDC").

WITNESSETH:

WHEREAS, the City and EDC entered into an Agreement on January 10, 2024 (the "Agreement"), to create and manage an updated economic development program for the City to increase the flow of new dollars to the City to broaden the tax base and provide a better quality of life for City residents;

WHEREAS, the parties executed the First Contract Extension on April 13, 2026 (the "First Extension"), extending the Agreement through January 9, 2026;

WHEREAS, the Agreement provides the parties with the option to extend the Agreement for a maximum of two additional 1-year renewal periods upon the written mutual consent of the parties;

WHEREAS, the parties desire to extend the Agreement through September 30, 2026; and

WHEREAS, the parties desire that, except as amended by the terms of this Extension, all other terms, covenants, and conditions of the Agreement and the rights and obligations of the City and the EDC, shall remain in full force and effect and are hereby ratified and affirmed.

NOW, THEREFORE, the City and EDC, in consideration of the provisions, mutual promises, covenants and conditions hereinafter set forth or recited, agree as follows:

1. Recitals. The above "WHEREAS" clauses are incorporated herein by reference and made a part of this Extension.

2. Extension of the Term of the Agreement. The Agreement is hereby extended through September 30, 2026.

3. For services provided pursuant to this Extension, the City shall pay EDC in accordance with the terms and conditions of the Agreement an amount not to exceed $50,000 for the extension term, which shall be paid with a payment of $50,000 on or before September 30, 2026.

4. The EDC's Scope of Work as described in Exhibit "A" of the Agreement is hereby amended to add the programs described in the Exhibit "A" attached hereto and incorporated herein.

5. Affirmation. Except as modified herein, all other terms, covenants, and conditions of the Agreement shall remain in full force and effect.

6. Counterparts. This Extension may be executed in separate counterparts by the parties as may be deemed necessary and convenient, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. A party's original signature on this Extension may be provided by facsimile or scanned and e-mailed and shall be effective upon transmission to the other party hereto.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the last date written below.

Bradenton Area Economic Development Corporation.

By: Amanda Parrish

Print Name: Amanda Parrish

Title: Interim CEO

Date: 4/15/26

CITY OF BRADENTON

By: _____
Gene Brown, Mayor

Date: _____

EXHIBIT A:
SCOPE OF SERVICES

During this interim extension period, the EDC will focus on the following priorities:

1. Dover Kohl Deliverables: Evaluate and refine deliverables tied to the Dover Kohl Plan and assess how those deliverables should translate into a more clearly defined future scope of services and performance metrics.

2. City Initiatives: Identify other high-priority City initiatives, projects, and relationship opportunities where the EDC can provide support, including specific projects, stakeholders, and individuals with whom stronger coordination and engagement would benefit the City.

3. Monthly Meetings: Conduct regular monthly coordination meetings with City leadership to review emerging initiatives, ensure alignment, and maintain a proactive, communicative partnership.

4. Retail Redevelopment: Support retail redevelopment efforts related to the Irving Quarter and downtown Bradenton, including identifying practical ways to track and report EDC efforts connected to redevelopment support, business engagement, and related activity.

5. Future Metrics: Develop a recommended scope of services and updated metrics framework for the parties' next agreement so that, beginning in October 2026, the City and EDC are positioned to move forward with clear expectations, measurable outcomes, and an implementation-ready structure.

AGENDA ITEM NO. 7.a

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: April 22, 2026

SUBMITTED BY: Dietra Barfield, Administrative Services

ITEM TYPE: Miscellaneous

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT: Community Development Block Grant (CDBG) 2026-2027 Proposed Use of Funds - PUBLIC HEARING

SUGGESTED ACTION: Open and close the Public Hearing. City Council may also submit comments on the use of the CDBG funding during this time.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
Yes

EXPLANATION:
This public hearing is to gather comments regarding the proposed use of CDBG funding for the 2026-2027 program year that begins October 1, 2026. The public comment period started April 12 and will end May 12, 2026, and was advertised as required. City residents are able to submit comments in person at this public hearing.

FINANCIAL IMPACT:
The City has been awarded $421,066.00 in CDBG funds for the 2026-2027 program year, which begins October 1, 2026, through September 30, 2027.

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
No motion is required at the public hearing. The matter will come back before City Council for final approval at the meeting on May 13.

ATTACHMENTS:
2026-27 CDBG Funding Recommendations

2026-27 CDBG Funding Recommendations

Public Service Projects- total funding available: $63,159.90

Meals on Wheels – Unfunded Senior Meals
This program will provide low-income seniors in the City of Bradenton with a nutritionally balanced meal. At $7.30 a meal, this grant will provide over 3,000 meals. Volunteers delivering the meals will also provide program participants with daily contact, allowing them to maintain their independent living status.
Requested: $27,923.00.....Recommended: $27,923.00

Turning Points – Project SMILE
This program will provide services and dental prosthetic costs for low-income City of Bradenton residents.
Requested: $21,900.00.....Recommended: $21,900.00

Salvation Army – Homeless Outreach Teams (HOT) Beds
This program will work with the Bradenton Police Department on housing homeless individuals. At $65 a night, those receiving shelter will also receive case management and classes to assist in finding a solution to their homeless situation. Food and toiletries are also provided to those seeking assistance.
Requested: $25,000.00.....Recommended: $13,336.90

Non-Public Service Projects- total funding available: $273,692.90

Bradenton Police Department – Code/Blight Enforcement Officer:
The strategic goal of this program is to improve neighborhoods by addressing blighted properties through the use of criminal and civil code, ultimately improving the quality of life for all residents in low-income neighborhoods in the City of Bradenton. This grant will support a full-time Code/Blight Enforcement Officer. The goal is to identify at least 100 properties that need to be brought into code compliance.
Requested: $127,043.57.....Recommended: $127,043.57

City of Bradenton Housing and Community Development – Affordable Housing Preservation :
This program will provide housing rehabilitation assistance to correct code violations for low-income homeowners who do not have homeowners' insurance.
Requested: $150,000.00 .....Recommended: $116,000.00

City of Bradenton Community Redevelopment Agency – 9th Street West Streetscape & Parking
This program will cover the cost of designing a streetscape and parking project in census tract 1.03, near LECOM Field. This project is located in the city's CRA area and the CDBG local target area, which gives it a priority for funding.
Requested: $80,000.00.....Recommended: $30,649.33

Program Administration- total funding available: $84,213.20

The project will fund staff to operate and administer the CDBG program, as well as providing technical assistance to subrecipients as needed.
Requested: $226,283.40..... Recommended:$84,213.20

AGENDA ITEM NO. 7.b

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: April 22, 2026

SUBMITTED BY: Tamara Melton, Legal

ITEM TYPE: Ordinance

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT: ORDINANCE 4075 - SECOND READING AND PUBLIC HEARING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING PART 1, CHARTER AND RELATED LAWS, SUBPART B, RELATED LAWS, ARTICLE III, FIREFIGHTERS' RETIREMENT SYSTEM, OF THE CITY OF BRADENTON, FLORIDA; AMENDING SECTION 1, DEFINITIONS, TO EXCLUDE CONTRACTED SPECIAL DETAILS FROM THE DEFINITION OF SALARY; AMENDING SECTION 5 (1), CONTRIBUTIONS, TO LOWER THE EMPLOYEE CONTRIBUTION TO 9% EFFECTIVE UPON RATIFICATION, TO 8% EFFECTIVE OCTOBER 1, 2026 AND TO 7% EFFECTIVE OCTOBER 1, 2027; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEAL OF ORDINANCES OR RESOLUTIONS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
This ordinance amends Section 5, member contributions, to codify changes to from the recent collective bargaining agreements.

FINANCIAL IMPACT:
Please see the attached actuarial impact statement from Foster & Foster.

ATTORNEY REVIEW/RECOMMENDATION:
Attorney Rudacille reviewed the ordinance.

SUGGESTED MOTION:
Motion to approve Ordinance 4075.

ATTACHMENTS:
Ordinance 4075
Actuarial Impact Statement
Business Impact Estimate

ORDINANCE NO. 4075

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING PART 1, CHARTER AND RELATED LAWS, SUBPART B, RELATED LAWS, ARTICLE III, FIREFIGHTERS' RETIREMENT SYSTEM, OF THE CITY OF BRADENTON, FLORIDA; AMENDING SECTION 1, DEFINITIONS, TO EXCLUDE CONTRACTED SPECIAL DETAILS FROM THE DEFINITION OF SALARY; AMENDING SECTION 5 (1), CONTRIBUTIONS, TO LOWER THE EMPLOYEE CONTRIBUTION TO 9% EFFECTIVE UPON RATIFICATION, TO 8% EFFECTIVE OCTOBER 1, 2026 AND TO 7% EFFECTIVE OCTOBER 1, 2027; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEAL OF ORDINANCES OR RESOLUTIONS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Bradenton and the IAFF have negotiated a new collective bargaining agreement; and

WHEREAS, the actuary for the City of Bradenton Firefighters' Retirement System has prepared the required impact statement to implement the negotiated pension amendments; and

WHEREAS, the Board of Trustees of the City of Bradenton Firefighters' Retirement System has recommended the adoption of this Ordinance to implement the pension provisions of the new collective bargaining agreement between the City Bradenton and the International Association of Firefighters.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, THAT:

Section 1: Section 1 of the City of Bradenton Firefighters' Retirement Plan is hereby amended to read as follows:

Section 1. – Definitions

****

Salary means the total compensation, subject to the limitations below, paid to a Firefighter for services rendered to the City reportable on the Member's W-2 form, plus all tax deferred, tax sheltered or tax exempt items of income derived from elective employee payroll deductions or salary reductions, but excluding "Contracted Special Details."

Section 2: Section 5(1)(a) of the City of Bradenton Firefighters' Retirement Plan is hereby amended to read as follows:

Section 5. – Contributions.

(1) *Member contributions.*

(a) *Amount.* Effective April 15, 2012, each Member of the System shall be required to make regular contributions to the Fund in the amount of eight percent (8%) of his Salary. Effective April 15, 2013, each Member of the System shall be required to make regular contributions to the Fund in the amount of nine percent (9%) of his Salary. Effective April 15, 2014, each Member of the. System shall be required to make regular contributions to the Fund in the amount of ten percent (10%) of his Salary. Effective upon the first day of the first full pay period following ratification, each Member of the System shall be required to make regular contributions to the Fund in the amount of nine percent (9%) of Salary. Effective upon the first day of the first full pay period that begins after October 1, 2026, the member contribution shall be eight percent (8%) of Salary. Effective upon the first day of the first full pay period that begins after October 1, 2027, the member contribution shall be seven percent (7%) of Salary. Increases in the Member contribution rate shall take effect on the first day of the first pay period that begins on or after the effective date of the increase. Member contributions withheld by the City on behalf of the Member shall be deposited with the Board immediately after each pay period. The contributions made by each Member to the Fund shall be designated as employer contributions pursuant to § 414(h) of the Code. Such designation is contingent upon the contributions being excluded from the Members' gross income for Federal Income Tax purposes. For all other purposes of the System, such contributions shall be considered to be Member contributions.

Section 3: The provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Bradenton, the sections of the Ordinance may be renumbered or relettered to accomplish such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 4: If any clause, section, or other part or application of this Ordinance shall be held in any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and shall not affect the validity of the remaining portions or applications which shall remain in full force and effect.

Section 5: All prior ordinances or parts of ordinances, and prior resolutions or parts of resolutions, in conflict herewith are hereby repealed to the extent of such conflict.

Section 6: This Ordinance shall become effective immediately upon adoption, unless otherwise provided.

PASSED AND DULY ADOPTED, BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, with a quorum present and voting, this ____, day of _____, 2026.

_____
Gene Brown, Mayor

ATTEST:

_____
Tamara Melton, City Clerk

APPROVED AS TO FORM:

_____
Scott Rudacille, City Attorney

First Reading: April 8, 2026
Publication Date: April 12, 2026
Second Reading: April 22, 2026

Coding: Words in strikeout type are deletions from existing text.
Words in underline type are additions.

FOSTER & FOSTER
ACTUARIES AND CONSULTANTS

March 30, 2026

Board of Trustees
City of Bradenton
Firefighters' Pension Board

Re: City of Bradenton Firefighters' Retirement System

Dear Board:

Enclosed is the following material, which has been prepared in support of the proposed changes to the Fund:

1. Three (3) copies of the required Actuarial Impact Statement, which outlines the costs associated with implementing the changes.

2. Draft of transmittal letters to the Bureau of Local Retirement Systems and the Bureau of Police Officers' and Firefighters' Retirement Trust Funds.

It will be necessary for the Chairman to sign each copy of the Actuarial Impact Statement as the Plan Administrator and forward the Impact Statement, along with a copy of the proposed Ordinance, to the two Bureaus prior to final reading.

If you have any questions concerning the enclosed material, please let us know.

Sincerely,

Sara Carlson

Sara E. Carlson, ASA, EA, MAAA

Cc via email: Adam Levinson, Board Attorney

Enclosure

Mr. Steve Bardin
Police Officers' and Firefighters' Retirement Trust Funds
Department of Management Services, Division of Retirement
3189 S. Blair Stone Rd.
Tallahassee, FL 32301

Re: Actuarial Impact Statement

Dear Mr. Bardin:

The City of Bradenton is considering the implementation of amended retirement benefits for its Firefighters. The changes are described in the enclosed material.

Pursuant to the provisions of Chapter 175, we are enclosing the required Actuarial Impact Statement along with a copy of the proposed Ordinance for your review.

If you have any questions or if additional information is needed, please contact us.

Sincerely,

Mr. Keith Brinkman
Bureau of Local Retirement Systems
Division of Retirement
3189 S. Blair Stone Rd.
Tallahassee, FL 32301

Re: Actuarial Impact Statement

Dear Mr. Brinkman:

The City of Bradenton is considering the implementation of amended retirement benefits for its Firefighters. The changes are described in the enclosed material.

Pursuant to Section 22d-1.04 of the Agency Rules, we are enclosing the required Actuarial Impact Statement (AIS) and a copy of the proposed Ordinance for your review.

If you have any questions or if additional information is needed, please contact us.

Sincerely,

CITY OF BRADENTON FIREFIGHTERS' RETIREMENT SYSTEM

ACTUARIAL IMPACT STATEMENT

March 30, 2026

Attached hereto is a comparison of the impact on the Minimum Required Contribution (per Chapter 112, Florida Statutes) and the Required City Contribution, resulting from the implementation of the following changes:

- Exclude "Contracted Special Details" from the definition of *Salary*.
- Reduce the current 10% member contribution rate based on the following schedule, effective upon the first day of the first full pay period after the corresponding effective dates:

Effective Date	Member Contribution Rate
Ratification:	9.0%
October 1, 2026:	8.0%
October 1, 2027:	7.0%

The cost impact, determined as of October 1, 2025, applicable to the fiscal year ending September 30, 2027, is as follows:

	Proposed	Current
Minimum Required Contribution	$4,081,982	$4,083,530
Member Contributions (Est.)	585,988	732,485
City And State Required Contribution	3,495,994	3,351,045
State Contribution (Est.) [1]	677,794	677,794
City Required Contribution	$2,818,200	$2,673,251

[1] Represents the amount received in calendar 2025. As per a Mutual Consent Agreement signed January 13, 2016, the City has access to $700,000 in annual State Monies to assist with its funding requirement. Annual State Monies in excess of $700,000 will be equally shared between the City and Memberhip Share Plan.

CITY OF BRADENTON FIREFIGHTERS' RETIREMENT SYSTEM

ACTUARIAL IMPACT STATEMENT

March 23, 2026

Unless otherwise noted, all data, assumptions, methods and plan provisions are the same as in the October 1, 2025 actuarial valuation report. Please note that the change to the *Salary* definition will be reflected in future actuarial experience. It should also be noted that changes to retirement benefits could potentially affect participants' retirement or termination behavior. We will monitor and advise of any recommended changes with future experience studies.

Future actuarial measurements may differ significantly from the current measurements presented in this report for a variety of reasons including: changes in applicable laws, changes in plan provisions, changes in assumptions, or plan experience differing from expectations. Due to the limited scope of the analysis, we did not perform an analysis of the potential range of such future measurements.

Please note that contents of this analysis and the October 1, 2025 actuarial valuation report are considered an integral part of the actuarial opinions. In reviewing the results presented in this study, it should be noted that there are risks that may not be inherently apparent to the reader that should be carefully considered. For key risks, please see the Discussion of Risk section of the October 1, 2025 actuarial valuation report.

In performing the analysis, we used third-party software to model (calculate) the underlying liabilities and costs. These results are reviewed in the aggregate and for individual sample lives. The output from the software is either used directly or input into internally developed models to generate the costs. All internally developed models are reviewed as part of the process. As a result of this review, we believe that the models have produced reasonable results. We do not believe there are any material inconsistencies among assumptions or unreasonable output produced due to the aggregation of assumptions.

The changes presented herein are in compliance with Part VII, Chapter 112, Florida Statutes and Section 14, Article X of the State Constitution. The undersigned is familiar with the immediate and long-term aspects of pension valuations and meets the Qualification Standards of the American Academy of Actuaries necessary to render the opinions contained herein.

Sara Carlson

Sara E. Carlson, ASA, EA, MAAA
Enrolled Actuary #23-8546

STATEMENT OF PLAN ADMINISTRATOR

The prepared information presented herein reflects the estimated impact of the proposed Ordinance.

_____

Chairman, Board of Trustees

VALUATION RESULTS

PRINCIPAL VALUATION RESULTS

	New Benefits	Old Benefits
Valuation Date	10/1/2025	10/1/2025
PARTICIPANT DATA		
Actives	65	65
Service Retirees	54	54
DROP Retirees	7	7
Beneficiaries	8	8
Disability Retirees	10	10
Terminated Vested	4	4
Total	148	148
Projected Annual Payroll	6,609,831	6,609,831
Annual Rate of Payments to:		
Service Retirees	3,385,124	3,385,124
DROP Retirees	599,365	599,365
Beneficiaries	157,286	157,286
Disability Retirees	227,351	227,351
Terminated Vested	0	0
ASSETS		
Actuarial Value (AVA) [1]	78,112,470	78,112,470
Market Value (MVA) [1]	84,710,624	84,710,624
LIABILITIES		
Present Value of Benefits		
Actives		
Retirement Benefits	53,981,209	53,981,209
Disability Benefits	1,663,946	1,664,072
Death Benefits	239,409	239,898
Vested Benefits	1,596,143	1,596,142
Refund of Contributions	83,919	96,446
Service Retirees	42,478,143	42,478,143
DROP Retirees [1]	11,380,454	11,380,454
Beneficiaries	1,236,461	1,236,461
Disability Retirees	2,079,136	2,079,136
Terminated Vested	43,516	43,516
Share Plan Balances [1]	0	0
Total	114,782,336	114,795,477

Valuation Date	New Benefits 10/1/2025	Old Benefits 10/1/2025
LIABILITIES (CONTINUED)		
Present Value of Future Salaries	69,754,694	69,754,694
Present Value of Future Member Contributions	5,092,093	6,975,469
Normal Cost (Retirement)	1,986,644	1,986,644
Normal Cost (Disability)	105,531	105,542
Normal Cost (Death)	11,603	11,648
Normal Cost (Vesting)	93,619	93,620
Normal Cost (Refunds)	12,360	13,509
Total Normal Cost	2,209,757	2,210,963
Present Value of Future Normal Costs	22,799,239	22,810,532
Accrued Liability (Retirement)	33,320,711	33,320,711
Accrued Liability (Disability)	607,973	607,993
Accrued Liability (Death)	129,665	129,743
Accrued Liability (Vesting)	692,377	692,377
Accrued Liability (Refunds)	14,661	16,411
Accrued Liability (Inactives) [1]	57,217,710	57,217,710
Share Plan Balances [1]	0	0
Total Actuarial Accrued Liability (EAN AL)	91,983,097	91,984,945
Unfunded Actuarial Accrued Liability (UAAL)	13,870,627	13,872,475
Funded Ratio (AVA / EAN AL)	84.9%	84.9%

ACTUARIAL PRESENT VALUE OF ACCRUED BENEFITS

Valuation Date	New Benefits 10/1/2025	Old Benefits 10/1/2025
Vested Accrued Benefits		
Inactives + Share Plan Balances [1]	57,217,710	57,217,710
Actives	16,839,624	16,839,624
Member Contributions	5,133,915	5,133,915
Total	79,191,249	79,191,249
Non-vested Accrued Benefits	3,389,495	3,389,495
Total Present Value Accrued Benefits (PVAB)	82,580,744	82,580,744
Funded Ratio (MVA / PVAB)	102.6%	102.6%
Increase (Decrease) in Present Value of Accrued Benefits Attributable to:		
Plan Amendments	0	
Benefit Changes	0	
Plan Experience	0	
Benefits Paid	0	
Interest	0	
Other	0	
Total	0	

CONTRIBUTION REQUIREMENTS

	New Benefits	Old Benefits
Valuation Date	10/1/2025	10/1/2025
Applicable to Fiscal Year Ending	9/30/2027	9/30/2027

CALCULATION OF CONTRIBUTION REQUIREMENT

Normal Cost [2]	$2,448,796	$2,450,133
Administrative Expenses [2]	146,178	146,178
Payment Required to Amortize Unfunded Actuarial Accrued Liability over 26 years (as of 10/1/2025) [2]	1,487,008	1,487,219
Minimum Required Contribution	4,081,982	4,083,530
Expected Member Contributions [2]	585,988	732,485
Expected City and State Contribution	3,495,994	3,351,045

[1] The asset values and liabilities include accumulated DROP and Share Plan Balances as of 9/30/2025.

[2] Contributions developed as of 10/1/2025 displayed above have been adjusted to account for assumed salary increase and interest components.

ACTUARIAL ASSUMPTIONS AND METHODS

Mortality Rate

Healthy Active Lives*:*

Female: PubS-2010 for Employees
Male: PubS-2010 for Employees, set forward 1 year

Healthy Retiree Lives*:*

Female: PubS-2010 for Healthy Retirees
Male: PubS-2010 for Healthy Retirees, set forward 1 year

Beneficiary Lives*:*

Female: PubG.H-2010 for Healthy Retirees
Male: PubG.H-2010 for Healthy Retirees, set back 1 year

Disabled Lives*:*

Female: PubG.H-2010 for Disabled Retirees, set forward 1 year
Male: PubG.H-2010 for Disabled Retirees

All rates are projected generationally with Mortality Improvement Scale MP-2021. We feel this assumption sufficiently accommodates future mortality improvements.

The previously described mortality assumption rates were mandated by Chapter 2015-157, Laws of Florida. This law mandates the use of the assumptions used in either of the two most recent valuations of the Florida Retirement System (FRS). The above rates are those outlined in Milliman's July 1, 2024 FRS valuation report for special risk employees.

Previously, the following rates were used:

Healthy Active Lives:

Female: PubS.H-2010 for Employees, set forward one year.
Male: PubS.H-2010 for Employees, set forward one year.

Healthy Retiree Lives:

Female: PubS.H-2010 for Healthy Retirees, set forward one year.
Male: PubS.H-2010 for Healthy Retirees, set forward one year.

Beneficiary Lives:

Female: PubG.H-2010 for Healthy Retirees.
Male: PubG.H-2010 for Healthy Retirees, set back one year.

Disabled Lives:

80% PubG.H-2010 for Disabled Retirees / 20% PubS.H-2010 for Disabled Retirees.

All rates for healthy lives are projected generationally with Mortality Improvement Scale MP-2018. We feel this assumption sufficiently accommodates future mortality improvements.

The previously described mortality assumption rates were mandated by Chapter 2015-157, Laws of Florida. This law mandates the use of the assumptions used in either of the two most recent valuations of the Florida Retirement System (FRS). The above rates are those outlined in Milliman's July 1, 2021 FRS valuation report for special risk employees, with appropriate adjustments made based on plan demographics.

Interest Rate

7.00% per year compounded annually, net of investment related expenses. This is supported by the target asset allocation of the trust and the expected long-term return by asset class.

Salary Increases

Salary Scale	
Service	Rate
0 - 4	14.00%
5 - 9	6.00%
10+	5.50%

The above rates were developed and adopted as a result of our September 3, 2024 experience study.

Payroll Growth

None for purposes of amortizing the Unfunded Actuarial Accrued Liability.

Administrative Expenses	Average of actual expenses incurred in the prior two fiscal years.
Amortization Method	New UAAL amortization bases are amortized over 15 years. Bases established prior to the valuation date are adjusted proportionally to match the Expected Unfunded Actuarial Accrued Liability as of the valuation date, in order to align prior year bases with the portion of the current year UAAL associated with prior year sources.
Funding Method	Entry Age Normal Cost Method. The following loads are applied for determining the minimum required contribution: Interest - A half year. Salary - A full year. Under this method, the normal cost is the sum of the individual normal costs for all active participants. For an active participant, the normal cost is the participant's normal cost accrual rate, multiplied by the participant's current compensation. The normal cost accrual rate equals: (i) the present value of future benefits for the participant, determined as of the participant's entry age, divided by (ii) the present value of the compensation expected to be paid to the participant for each year of the participant's anticipated future service, determined as of the participant's entry age. In calculating the present value of future compensation, the salary scale is applied both retrospectively and prospectively to estimate compensation in years prior to and subsequent to the valuation year based on the compensation used for the valuation. The accrued liability is the sum of the individual accrued liabilities for all participants and beneficiaries. A participant's accrued liability equals the present value, at the participant's attained age, of future benefits less the present value at the participant's attained age of the individual normal costs payable in the future. Under this method, the entry age used for each active participant is the participant's age at the time he or she would have commenced participation if the plan had always been in existence under current terms, or the age as of which he or she first earns service credits for purposes of benefit accrual under the current terms of the plan.

Normal Retirement

Less than twenty-five years of Credited Service:

% Retiring During the Year	
Age	Rate
55 - 56	50.0%
57+	100.0%

At least twenty-five years of Credited Service:

% Retiring During the Year	
Service	Rate
25 - 26	75.0%
27+	100.0%

The rates above were approved as a result of our September 3, 2024 experience study.

Early Retirement

Less than twenty years of Credited Service:

% Retiring During the Year	
Age	Rate
50 - 54	0.0%

At least twenty years of Credited Service:

% Retiring During the Year	
Service	Rate
20 - 22	5.0%
23+	0.0%

The above rates were developed and adopted as a result of our September 3, 2024 experience study.

Termination Rates

% Terminating During the Year	
Service	Rate
0 - 4	2.5%
5+	1.5%

The rates on the previous page were developed and adopted as a result of our September 3, 2024 experience study.

Disability Rates	See sample rates below. It is assumed that 90% of disablements are service-related. This assumption was developed from those used by other plans containing Florida municipal Firefighters.

% Becoming Disabled During the Year	
Age	Rate
20	0.11%
30	0.14%
40	0.23%
50	0.75%
60	1.57%

The above rates were developed and adopted as a result of our September 3, 2024 experience study.

Asset Smoothing Methodology	The Actuarial Value of Assets is brought forward using the historical four-year geometric average of Market Value Returns (net-of-fees). Over time, this may result in a de minimis bias that is above or below the Market Value of Assets.

PLAN PROVISIONS

Most Recent Plan Amendment	Ordinance No. 4021
Credited Service	Years and fractional parts of years of service with the City as a Firefighter.
Salary	Total compensation for services rendered, reportable on Form W2, plus all tax deferred, tax sheltered, or tax exempt items of income. Lump Sum payments of unused sick and vacation time includible in Salary are frozen as a dollar amount as of April 15, 2012.
Average Final Compensation	Average of Total Salary during the best 2 years of the 10 years preceding termination.
Normal Retirement	
Eligibility	Earlier of: a) Age 55 and 10 years of Credited Service, or b) 25 years of Credited Service.
Benefit Amount	3.00% of Average Final Compensation times Credited Service
Form of Benefit	10 Year Certain and Life. Options available.
Early Retirement	
Eligibility	Earlier of: a) Age 50 and 10 years of Credited Service, or b) 20 years of Credited Service.
Benefit Amount	Normal Retirement Benefit reduced 3.00% per year from what would be Normal Retirement Date.

Cost-of-Living Adjustment	
Hired On or After 1/13/2016	2.30% per year for the Retiree's lifetime, beginning 5 years after Retirement or DROP entry, for Members retiring at Early or Normal Retirement Age.
For Members Hired Before 1/13/2016 and did not elect new COLA structure	3.00% per year from Age 55 through Age 64 for Members retiring at Early or Normal Retirement Age.
Vesting (Termination)	
Less than 10 years of Service	Refund of Member Contributions.
10 years or more	Accrued benefit payable at otherwise Normal Retirement Date or Refund of Member Contributions.
Disability	
Eligibility	Total and permanent disability as determined by the Board of Trustees. Ten years of Service required for Not-In-Line of Duty Benefits.
Benefit Amount	Accrued benefit calculated as for Normal Retirement (with 2.00% Benefit Rate for Not-in-Line of Duty Benefits). Benefit paid in the form of a 10-year certain and life annuity. Optional forms available.
Minimum Benefit	**In-Line of Duty:** 42% of Average Final Compensation. **Not-In-Line of Duty:** 25% of Average Final Compensation.
Pre-Retirement Death	
Non-Vested Members	Refund of Member contributions to designated Beneficiary.
Vested Members	**Not Eligible for Early or Normal Retirement:** Accrued benefit calculated as for Normal Retirement payable to beneficiary for 10 years. **Eligible for Early or Normal Retirement:** Accrued benefit calculated payable for beneficiary's lifetime, determine as if retiree chose the 100% joint and survivor option.

Contributions

Employee

Effective Date	Member Contribution Rate
April 15, 2012	8.00%
April 15, 2013	9.00%
April 15, 2014	10.00%

Premium Tax — 1.85% tax on premiums for property insurance.

City — Remaining amount necessary for payment of Normal (current year's) Cost and amortization of the accrued past service liability as provided in Part VII of Chapter 112, Florida Statutes, but in no event less than 8.00% of the total Salary of the Members.

Deferred Retirement Option Plan

Eligibility — Satisfaction of Normal or Early Retirement eligibility requirements

Participation — Up to 60 months.

Rate of Return — At the election of the Member, the account is credited with either:

a) the actual net rate of investment return (total return net of brokerage commissions and transaction costs), or

b) 6.50% per year.

The income is credited each fiscal quarter and the Member may change the method of crediting income once during the DROP period.

Form of Distribution — Cash lump sum (options available) payable at termination of employment.

Supplemental Benefit:
Chapter 175 Share Accounts — Effective September 30, 2016, excess Premium tax monies received pursuant to Chapter 175, Florida Statutes will be allocated equally to individual Member (including DROP participants) share accounts.

Excess Monies — To assist with Plan funding, the City may use up to $700,000, plus 50% of annual monies received in excess of this amount. The remaining 50% excess is allocated to the Share Plan.

Investment Earnings — Plan earnings, net of investment-related expenses.

Expenses	Based on expenses related to administration of the Share Plan, debited against individual accounts on a pro-rata basis.
Board of Trustees	Two City residents appointed by the City Council, two Firefighters elected by majority of covered Members, and a fifth Member elected by other 4 and appointed by City Council (as a ministerial duty).

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City of Bradenton's website by the time notice of the proposed ordinance is published in the newspaper.

Proposed ordinance's title:

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING PART 1, CHARTER AND RELATED LAWS, SUBPART B, RELATED LAWS, ARTICLE III, FIREFIGHTERS' RETIREMENT SYSTEM, OF THE CITY OF BRADENTON, FLORIDA; AMENDING SECTION 1, DEFINITIONS, TO EXCLUDE CONTRACTED SPECIAL DETAILS FROM THE DEFINITION OF SALARY; AMENDING SECTION 5 (1), CONTRIBUTIONS, TO LOWER THE EMPLOYEE CONTRIBUTION TO 9% EFFECTIVE UPON RATIFICATION, TO 8% EFFECTIVE OCTOBER 1, 2026 AND TO 7% EFFECTIVE OCTOBER 1, 2027; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEAL OF ORDINANCES OR RESOLUTIONS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of Bradenton is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of Bradenton is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;

[1] See Section 166.041(4)(c), Florida Statutes.

☐ The proposed ordinance is an emergency ordinance;
☐ The ordinance relates to procurement; or
☐ The proposed ordinance is enacted to implement the following:

a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City of Bradenton hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

This ordinance adopts certain changes to the Firefighters' Retirement System including employee contributions to the International Association of Firefighters union.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Bradenton, if any:

We do not anticipate any economic impacts for businesses in the City of Bradenton.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

We do not anticipate any economic impacts for businesses in the City of Bradenton.

4. Additional information the governing body deems useful (if any):
None.

AGENDA ITEM NO. 7.c

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: April 22, 2026

SUBMITTED BY: Rob Perry, City Administration

ITEM TYPE: Ordinance

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT: ORDINANCE 4076 - SECOND READING AND PUBLIC HEARING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, RELATING TO THE PROVISION OF SERVICES, FACILITIES, PROGRAMS, AND LOCAL IMPROVEMENTS WITHIN THE CITY OF BRADENTON, FLORIDA; ADOPTING CHAPTER 75 OF THE CITY OF BRADENTON CODE OF ORDINANCES ENTITLED "MASTER CAPITAL PROJECT AND SERVICE ASSESSMENTS"; AUTHORIZING THE IMPOSITION AND COLLECTION OF SPECIAL ASSESSMENTS AGAINST PROPERTY WITHIN THE CITY OF BRADENTON; PROVIDING CERTAIN DEFINITIONS AND DEFINING THE TERMS "ASSESSMENT," "SERVICE ASSESSMENT," AND "CAPITAL ASSESSMENT"; PROVIDING FOR THE CREATION OF ASSESSMENT AREAS; ESTABLISHING THE PROCEDURES FOR IMPOSING CAPITAL AND SERVICE ASSESSMENTS; ESTABLISHING PROCEDURES FOR NOTICE AND ADOPTION OF ASSESSMENT ROLLS; PROVIDING THAT ASSESSMENTS CONSTITUTE A LIEN ON ASSESSED PROPERTY UPON ADOPTION OF THE ASSESSMENT ROLL; PROVIDING THAT THE LIEN FOR AN ASSESSMENT COLLECTED PURSUANT TO SECTIONS 197.3632 AND 197.3635, FLORIDA STATUTES, UPON PERFECTION SHALL ATTACH TO THE PROPERTY ON THE PRIOR JANUARY 1, THE LIEN DATE FOR AD VALOREM TAXES; PROVIDING THAT A PERFECTED LIEN SHALL BE EQUAL IN RANK AND DIGNITY WITH

THE LIENS OF ALL STATE, CITY, DISTRICT, OR MUNICIPAL TAXES AND ASSESSMENTS AND SUPERIOR IN DIGNITY TO ALL OTHER PRIOR LIENS, MORTGAGES, TITLES, AND CLAIMS; AUTHORIZING EXEMPTIONS; PROVIDING PROCEDURES FOR COLLECTION OF ASSESSMENTS; PROVIDING A MECHANISM FOR THE IMPOSITION OF ASSESSMENTS ON GOVERNMENT PROPERTY; PROVIDING FOR ISSUANCE OF OBLIGATIONS; DECLARING THE PROVISIONS OF THIS ORDINANCE TO BE SUPPLEMENTAL, ADDITIONAL, AND AN ALTERNATIVE METHOD; PROVIDING FOR APPLICABILITY AND SEVERABILITY; PROVIDING FOR CONFLICTS AND CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
This ordinance adopts a Master Capital Project and Service Assessment ordinance, containing the provisions noted above. It provides necessary definitions and procedures for the imposition of both capital special assessments to fund necessary local improvements and service special assessments to fund the provision of essential public services. It also provides for collection for these assessments and authorizes the issuance of obligations secured by assessment proceeds if desired by the City in the future. The ordinance is adopted pursuant to the City's home rule authority and its procedures are in conformance with Section 197.3632, Florida Statutes. The primary purpose of this ordinance is to authorize the imposition of special assessments in accordance with Florida law in furtherance of the public purpose of protecting the public health, safety, and welfare.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Heather Encinosa with Nabors Giblin & Nickerson drafted the ordinance and Scott Rudacille reviewed the ordinance.

SUGGESTED MOTION:
Motion to approve Ordinance 4076.

ATTACHMENTS:
Ordinance 4076

Business Impact Estimate

CITY OF BRADENTON, FLORIDA

MASTER CAPITAL PROJECT AND SERVICE ASSESSMENT ORDINANCE

FIRST READING April 8, 2026

SECOND READING AND ADOPTION April 22, 2026

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ORDINANCE NO. 4076

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, RELATING TO THE PROVISION OF SERVICES, FACILITIES, PROGRAMS, AND LOCAL IMPROVEMENTS WITHIN THE CITY OF BRADENTON, FLORIDA; ADOPTING CHAPTER 75 OF THE CITY OF BRADENTON CODE OF ORDINANCES ENTITLED "MASTER CAPITAL PROJECT AND SERVICE ASSESSMENTS"; AUTHORIZING THE IMPOSITION AND COLLECTION OF SPECIAL ASSESSMENTS AGAINST PROPERTY WITHIN THE CITY OF BRADENTON; PROVIDING CERTAIN DEFINITIONS AND DEFINING THE TERMS "ASSESSMENT," "SERVICE ASSESSMENT," AND "CAPITAL ASSESSMENT"; PROVIDING FOR THE CREATION OF ASSESSMENT AREAS; ESTABLISHING THE PROCEDURES FOR IMPOSING CAPITAL AND SERVICE ASSESSMENTS; ESTABLISHING PROCEDURES FOR NOTICE AND ADOPTION OF ASSESSMENT ROLLS; PROVIDING THAT ASSESSMENTS CONSTITUTE A LIEN ON ASSESSED PROPERTY UPON ADOPTION OF THE ASSESSMENT ROLL; PROVIDING THAT THE LIEN FOR AN ASSESSMENT COLLECTED PURSUANT TO SECTIONS 197.3632 AND 197.3635, FLORIDA STATUTES, UPON PERFECTION SHALL ATTACH TO THE PROPERTY ON THE PRIOR JANUARY 1, THE LIEN DATE FOR AD VALOREM TAXES; PROVIDING THAT A PERFECTED LIEN SHALL BE EQUAL IN RANK AND DIGNITY WITH THE LIENS OF ALL STATE, CITY, DISTRICT, OR MUNICIPAL TAXES AND ASSESSMENTS AND SUPERIOR IN DIGNITY TO ALL OTHER PRIOR LIENS, MORTGAGES, TITLES, AND CLAIMS; AUTHORIZING EXEMPTIONS; PROVIDING PROCEDURES FOR COLLECTION OF ASSESSMENTS; PROVIDING A MECHANISM FOR THE IMPOSITION OF ASSESSMENTS ON GOVERNMENT PROPERTY; PROVIDING FOR ISSUANCE OF OBLIGATIONS; DECLARING THE PROVISIONS OF THIS ORDINANCE TO BE SUPPLEMENTAL, ADDITIONAL, AND AN ALTERNATIVE METHOD; PROVIDING FOR APPLICABILITY AND SEVERABILITY; PROVIDING FOR CONFLICTS AND CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA:

SECTION 1. ADOPTION OF MASTER CAPITAL PROJECT AND SERVICE ASSESSMENTS. The Master Capital Project and Service Assessment Ordinance is hereby adopted as a new Chapter 75 of the City of Bradenton Code of Ordinances, which shall read as follows:

CHAPTER 75. – MASTER CAPITAL PROJECT AND SERVICE ASSESSMENTS

ARTICLE I. – IN GENERAL

Sec. 75-1. - Definitions. As used in this Chapter, the following words and terms shall have the following meanings, unless the context clearly otherwise requires:

"Annual Rate Resolution" means the resolution described in Sections 75-28 and 75-47 hereof, approving an Assessment Roll for a specific Fiscal Year.

"Assessed Property" means all parcels of land included on the Assessment Roll that receive a special benefit from the delivery of the service, facility or program or provision of a Local Improvement identified in the Initial Assessment Resolution.

"Assessment" means a special assessment imposed by the City pursuant to this Ordinance to fund the Capital Cost or Project Cost, if obligations are issued, of Local Improvements or the Service Cost of services that provide a special benefit to property as a consequence of a logical relationship to the value, use, or characteristics of property identified in an Initial Assessment Resolution. The term "Assessment" shall include Capital Assessments and Service Assessments.

"Assessment Area" means any of the areas created by resolution of the Council pursuant to Section 75-4 hereof, that specially benefit from a Local Improvement or service, facility, or program.

"Assessment Roll" means the special assessment roll relating to an Assessment approved by a Final Assessment Resolution pursuant to Section 75-26 or 75-45 hereof or an Annual Rate Resolution pursuant to Section 75-28 or 75-47 hereof.

"Assessment Unit" means the unit or criteria utilized to determine the Assessment for each parcel of property, as set forth in the Initial Assessment Resolution. "Assessment Units" may include, by way of example only and not limitation, one or a combination of the following: front footage, platted lots or parcels of record, vested lots, land area, improvement area, equivalent residential connections, permitted land use, trip generation rates, rights to future trip generation capacity under applicable concurrency management regulations, property value or any other physical characteristic or reasonably expected use of the property that has a logical relationship to the Local Improvement or service to be funded from proceeds of the Assessment.

"Building" means any structure, whether temporary or permanent, built for support, shelter or enclosure of persons, chattel or property of any kind. This term shall include mobile homes or any vehicles serving in any way the function of a building.

"Building Permit" means an official document or certificate issued by the City, under the authority of ordinance or law, authorizing the construction or siting of any Building within the City. The term "Building Permit" shall also include set up or tie down permits for those structures or Buildings, such as a mobile home, that do not require a Building Permit in order to be constructed.

"Capital Assessment" means a special assessment imposed by the City pursuant to this Ordinance to fund the Capital Cost or Project Cost, if obligations are issued, of Local Improvements that provide a special benefit to property as a consequence of a logical relationship to the value, use, or characteristics of property identified in an Initial Assessment Resolution. Capital Assessments are often amortized and collected for a term of years established by the Council

"Capital Cost" means all or any portion of the expenses that are properly attributable to the acquisition, design, construction, installation, reconstruction, renewal or replacement (including demolition, environmental mitigation and relocation) of Local Improvements and imposition of the related Assessments under generally accepted accounting principles and including reimbursement to the City for any funds advanced for Capital Cost and interest on any interfund or intrafund loan for such purposes.

"Certificate of Occupancy" means an official document or certificate issued by the City, under the authority of ordinance or law, authorizing the occupancy of any Building within the City. The term "Certificate of Occupancy" shall also include set up or tie down permits for those structures or Buildings, such as a mobile home, that do not require a Certificate of Occupancy in order to be occupied.

"City" means the City of Bradenton, a municipal corporation of the State of Florida.

"City Administrator" means the chief administrative officer of the City, or such person's designee.

"Council" shall mean the City Council of the City of Bradenton, Florida.

"Final Assessment Resolution" means the resolution described in Sections 75-26 and 75-45 hereof which shall confirm, modify, or repeal the Initial Assessment Resolution and which shall be the final proceeding for the imposition of an Assessment.

"Fiscal Year" means that period commencing October 1st of each year and continuing through the next succeeding September 30th, or such other period as may be prescribed by law as the fiscal year for the City.

"Government Property" means property owned by the United States of America or any agency thereof, a sovereign nation, the State of Florida or any agency thereof, a County, a special district or a municipal corporation.

"Initial Assessment Resolution" means the resolution described in Sections 75-22 and 75-41 hereof which shall be the initial proceeding for the identification of the service, facility, program, or Local Improvement for which an Assessment is to be made and for the imposition of an Assessment.

"Local Improvement" means a capital improvement constructed or installed by the City for the special benefit of an Assessment Area.

"Maximum Assessment Rate" means the maximum rate of assessment established by the Final Assessment Resolution for the service, facility, program, or Local Improvement.

"Obligations" means bonds or other evidence of indebtedness including but not limited to, notes, commercial paper, capital leases, reimbursable advances by the City, or any other obligation issued or incurred to finance any portion of the Project Cost of Local Improvements and secured, in whole or in part, by proceeds of the Assessments.

"Ordinance" means this Master Capital Project and Service Assessment Ordinance, as it may be amended from time-to-time.

"Owner" shall mean the Person reflected as the owner of Assessed Property on the Tax Roll.

"Person" means any individual, partnership, firm, organization, corporation, association, or any other legal entity, whether singular or plural, masculine or feminine, as the context may require.

"Pledged Revenue" means, as to any series of Obligations, (A) the proceeds of such Obligations, including investment earnings, (B) proceeds of the Assessments pledged to secure the payment of such Obligations, and (C) any other legally available non-ad valorem revenue pledged, at the Council's sole option, to secure the payment of such Obligations, as specified by the ordinance or resolution authorizing such Obligations.

"Preliminary Rate Resolution" means the resolution described in Section 75-28 hereof initiating the annual process for updating the annual Assessment Roll and directing the reimposition of Service Assessments pursuant to an Annual Rate Resolution.

"Project Cost" means (A) the Capital Cost of a Local Improvement, (B) the Transaction Cost associated with the Obligations which financed the Local Improvement, (C) interest accruing on such Obligations for such period of time as the Council deems appropriate, (D) the debt service reserve fund or account, if any, established for the Obligations which financed the Local Improvement, and (E) any other costs or expenses related thereto.

"Property Appraiser" means the Property Appraiser of Manatee County, Florida.

"Service Assessment" means a special assessment imposed by the City pursuant to this Ordinance to fund the Service Cost of services that provide a special benefit to property as a consequence of a logical relationship to the value, use, or characteristics of property identified in an Initial Assessment Resolution. Service Assessments fund an annual budget and are imposed annually by the Council.

"Service Cost" means the amount necessary in any Fiscal Year to fund the provision of a defined service, facility, or program which provides a special benefit to Assessed Property, and can include, but not be limited to: (A) the cost of physical construction, reconstruction or completion of any required facility or improvement; (B) the costs incurred in any required acquisition or purchase; (C) the cost of all labor, materials, machinery, and equipment; (D) the cost of fuel, parts, supplies, maintenance, repairs, and utilities; (E) the cost of computer services, data processing, and communications; (F) the cost of all lands and interest therein, leases, property rights, easements, and franchises of any nature whatsoever; (G) the cost of any indemnity or surety bonds and premiums for insurance; (H) the cost of salaries, volunteer pay, workers' compensation insurance, or other employment benefits; (I) the cost of uniforms, training, travel, and per diem; (J) the cost of construction plans

and specifications, surveys and estimates of costs; (K) the cost of engineering, financial, legal, and other professional services; (L) the costs of compliance with any contracts or agreements entered into by the City relating to the provision of said services; (M) all costs associated with the structure, implementation, collection, and enforcement of the Assessments, including any service charges of the Clerk, Tax Collector, or Property Appraiser, and delinquent amounts from prior impositions, and amounts necessary to off-set discounts received for early payment of Assessments pursuant to the Uniform Assessment Collection Act or for early payment of Assessments collected pursuant to Section 75-60 herein; (N) all other costs and expenses necessary or incidental to the acquisition, provision, or construction of the service, facility, or program to be funded by the Assessment, and such other expenses as may be necessary or incidental to any related financing authorized by the Council by subsequent resolution; (O) an amount for contingencies and anticipated delinquencies and uncollectible Assessments; and (P) reimbursement to the City or any other Person for any moneys advanced for any costs incurred by the City or such Person in connection with any of the foregoing items of Service Cost.

"Tax Collector" means the Tax Collector of Manatee County, Florida.

"Tax Roll" means the real property ad valorem tax assessment roll maintained by the Property Appraiser for the purpose of the levy and collection of ad valorem taxes.

"Transaction Cost" means the costs, fees and expenses incurred by the City in connection with the issuance and sale of any series of Obligations, including but not limited to (A) rating agency and other financing fees; (B) the fees and disbursements of bond counsel; (C) the underwriters' discount; (D) the fees and disbursements of the City's financial advisor; (E) the costs of preparing and printing the Obligations, the preliminary official statement, the final official statement, and all other documentation supporting issuance of the Obligations; (F) the fees payable in respect of any municipal bond insurance policy; (G) administrative, development, credit review, and all other fees associated with any pooled commercial paper or similar interim financing program; and (H) any other costs of a similar nature incurred in connection with issuance of such Obligations.

"Uniform Assessment Collection Act" means Sections 197.3632 and 197.3635, Florida Statutes, as amended from time-to-time, or any successor statutes authorizing the collection of non-ad valorem assessments on the same bill as ad valorem taxes, and any applicable regulations promulgated thereunder.

Section 75-2. - Interpretation. Unless the context indicates otherwise, words importing the singular number include the plural number, and vice

versa; the terms "hereof," "hereby," "herein," "hereto," "hereunder" and similar terms refer to this Ordinance; and the term "hereafter" means after, and the term "heretofore" means before, the effective date of this Ordinance. Words of any gender include the correlative words of the other genders, unless the sense indicates otherwise.

Section 75-3. - Findings. It is hereby ascertained, determined, and declared that:

(A) Pursuant to Article VIII, section 2, Florida Constitution, Section 2 of the City of Bradenton City Charter, and sections 166.021 and 166.041, Florida Statutes, the Council has all powers of local self-government to perform City functions and to render City services in a manner not inconsistent with law, and such power may be exercised by the enactment of City ordinances.

(B) The Assessments to be imposed pursuant to this Ordinance shall constitute non-ad valorem assessments within the meaning and intent of the Uniform Assessment Collection Act.

(C) The Assessments to be imposed pursuant to this Ordinance are imposed by the Council, not the Property Appraiser or Tax Collector. The duties of the Property Appraiser and Tax Collector under the Uniform Assessment Collection Act are ministerial.

(D) The purpose of this Ordinance is to: (1) provide procedures and standards for the imposition of Assessments within the City by resolution under the general home rule powers of a City to impose special assessments, and (2) authorize a procedure for the funding of public services, facilities, programs, or Local Improvements providing special benefit to subsequently identified property within the City.

Section 75-4. - Creation Of Assessment Areas.

(A) The Council is hereby authorized to create Assessment Areas in accordance with the procedures set forth herein to include property located within the City that is specially benefitted by the services, facilities, programs, or Local Improvements proposed for funding from the proceeds of Assessments to be imposed therein.

(B) Either the Initial Assessment Resolution proposing each Assessment Area or the Final Assessment Resolution creating each Assessment Area shall include brief descriptions of the proposed services, facilities, programs, or Local Improvements, a description of the property to be included within the Assessment Area, and specific legislative findings that recognize the special benefit to be provided by each proposed service,

facility, program, or Local Improvements to property within the Assessment Area.

Section 75-5. - Revisions To Assessments. If any Assessment made under the provisions of this Ordinance is either in whole or in part annulled, vacated, or set aside by the judgment of any court of competent jurisdiction, or if the Council is satisfied that any such Assessment is so irregular or defective that the same cannot be enforced or collected, or if the Council has omitted to include any property on the Assessment Roll which property should have been so included, the Council may take all necessary steps to impose a new Assessment against any property benefited by the Service Cost, Capital Cost or Project Cost following as nearly as may be practicable, the provisions of this Ordinance and in case such second Assessment is annulled, vacated, or set aside, the Council may obtain and impose other Assessments until a valid Assessment is imposed.

Section 75-6. - Procedural Irregularities. Any informality or irregularity in the proceedings in connection with the levy of any Assessment under the provisions of this Ordinance shall not affect the validity of the same after the approval thereof, and any Assessment as finally approved shall be competent and sufficient evidence that such Assessment was duly levied, that the Assessment was duly made and adopted, and that all other proceedings adequate to such Assessment were duly had, taken, and performed as required by this Ordinance; and no variance from the directions hereunder shall be held material unless it be clearly shown that the party objecting was materially injured thereby. Notwithstanding the provisions of this Section, any party objecting to an Assessment imposed pursuant to this Ordinance must file an objection with a court of competent jurisdiction within the time periods prescribed herein.

Section 75-7. - Correction Of Errors And Omissions.

(A) No act of error or omission on the part of the Property Appraiser, Tax Collector, City Administrator, Council, their deputies, employees, or designees, shall operate to release or discharge any obligation for payment of an Assessment imposed by the Council under the provision of this Ordinance.

(B) When it shall appear that any Assessment should have been imposed under this Ordinance against a lot or parcel of property specially benefited by the provision of a service, facility, program, or Local Improvement, but such property was omitted from the Assessment Roll, the Council may, upon provision of appropriate notice as set forth in this Ordinance, impose the applicable Assessment for the Fiscal Year in which such error is discovered, in addition to the applicable Assessment due for the prior two Fiscal Years. The Assessment so imposed shall constitute a lien

against such property equal in rank and dignity with the liens of all state, City, district, or municipal taxes and special assessments, and superior in rank and dignity to all other prior liens, mortgages, titles and claims in and to or against the real property involved, shall be collected as provided in Article IV hereof, and shall be deemed perfected on the date of adoption of the resolution imposing the omitted or delinquent assessments.

(C) The City Administrator shall have the authority at any time, upon his or her own initiative or in response to a timely filed petition from the Owner of any Assessed Property, to correct any error in applying the Assessment apportionment method to any particular property not otherwise requiring the provision of notice pursuant to the Uniform Assessment Collection Act. Any such correction that reduces an Assessment shall be considered valid ab initio and shall in no way affect the enforcement of the Assessment imposed under the provisions of this Ordinance. Any such correction which increases an Assessment or imposes an Assessment on omitted property shall first require notice to the affected owner in the manner described in Sections 75-24 and 75-25 or 75-43 and 75-44 hereof, as applicable, providing the date, time and place that the Council will consider confirming the correction and offering the owner an opportunity to be heard. All requests from affected property owners for any such changes, modifications or corrections shall be referred to, and processed by the City Administrator and not, the Property Appraiser or Tax Collector.

(D) After the Assessment Roll has been delivered to the Tax Collector in accordance with the Uniform Assessment Collection Act, any changes, modifications, or corrections thereto shall be made in accordance with the procedures applicable to correcting errors and insolvencies on the Tax Roll upon timely written request and direction of the City Administrator.

Section 75-8. - Lien Of Assessments. Upon the adoption of the Assessment Roll, all Assessments shall constitute a lien against such property equal in rank and dignity with the liens of all state, county, district, or municipal taxes and special assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other prior liens, mortgages, titles, and claims, until paid. The lien for an Assessment shall be deemed perfected upon adoption by the Council of the Final Assessment Resolution or the Annual Rate Resolution, whichever is applicable. The lien for an Assessment collected under the Uniform Assessment Collection Act shall attach to the property as provided by law. The lien for an Assessment collected under the alternative method of collection provided in Section 75-60 shall be deemed perfected upon adoption by the Council of the Final Assessment Resolution or the Annual Rate Resolution, whichever is applicable, and shall attach to the property on such date of adoption.

Section 75-9. - Authorization For Exemptions and Hardship Assistance.

(A) The Council, in its sole discretion, shall determine whether to provide exemptions from payment of an Assessment for Government Property or other such property whose use is wholly or partially exempt from ad valorem taxation under Florida law.

(B) The Council, in its sole discretion, shall determine whether to provide a program of hardship assistance to City residents who are living below or close to the poverty level and are at risk of losing title to their homes as a result of the imposition of an Assessment.

(C) The Council shall designate the funds available to provide any exemptions or hardship assistance. The provision of an exemption or hardship assistance in any one year shall in no way establish a right or entitlement to such exemption or in any subsequent year and the provision of funds in any year may be limited to the extent funds are available and appropriated by the Council. Any funds designated for exemptions or hardship assistance shall be paid by the City from funds other than those generated by the Assessment.

(D) Any shortfall in the expected Assessment proceeds due to any hardship assistance exemption from payment of the Assessments required by law or authorized by the Council shall be supplemented by any legally available funds, or combination of such funds, and shall not be paid for by proceeds or funds derived from the Assessments. In the event a court of competent jurisdiction determines any exemption or reduction by the Council is improper or otherwise adversely affects the validity of the Assessment imposed for any Fiscal Year, the sole and exclusive remedy shall be the imposition of an Assessment upon each affected tax parcel in the amount of the Assessment that would have been otherwise imposed save for such reduction or exemption afforded to such tax parcel by the Council.

Sections 75-10 – 75-20 – Reserved.

ARTICLE II. - SERVICE ASSESSMENTS

Section 75-21. - General Authority.

(A) The Council is hereby authorized to impose an annual Service Assessment to fund all or any portion of the Service Cost on benefitted property at a rate of assessment based on the special benefit accruing to such property from the City's provision of the subsequently identified service, facility, or program.

(B) The amount of the Service Assessment that is imposed each Fiscal Year against each parcel of Assessed Property shall be determined pursuant to an apportionment methodology based upon a classification of property designed to provide a fair and reasonable apportionment of the Service Cost among properties on a basis reasonably related to the special benefit provided by the service, facility, or program funded with assessment proceeds. Nothing contained in this Ordinance shall be construed to require the imposition of Assessments against Government Property.

(C) All Service Assessments shall be imposed in conformity with the procedures set forth in this Article II.

Section 75-22. - Initial Proceedings. The initial proceeding for the imposition of a Service Assessment shall be the Council's adoption of an Initial Assessment Resolution:

(A) describing the property to be located within any proposed Assessment Area;

(B) containing a brief and general description of the services, facilities, and programs to be provided;

(C) determining the Service Cost to be assessed;

(D) describing the method of apportioning the Service Cost and the computation of the Assessments for specific properties;

(E) establishing an estimated assessment rate for the upcoming Fiscal Year;

(F) establishing a Maximum Assessment Rate, if desired by the Council;

(G) authorizing the date, time, and place of a public hearing to consider the adoption of the Final Assessment Resolution for the upcoming Fiscal Year; and

(H) directing the City Administrator to (1) prepare the initial Assessment Roll, as required by Section 75-23 hereof, (2) publish the notice required by Section 75-24 hereof, and (3) mail the notice required by Section 75-25 hereof.

Section 75-23. - Service Assessment Roll.

(A) The City Administrator shall prepare, or direct the preparation of, the initial Assessment Roll for the Service Assessments, which shall contain the following:

(1) A summary description of all Assessed Property conforming to the description contained on the Tax Roll.

(2) The name of the Owner of the Assessed Property.

(3) The amount of the Service Assessment to be imposed against each Assessed Property.

(B) Copies of the Initial Assessment Resolution and the preliminary Assessment Roll shall be available in the office of the City Administrator and open to public inspection. The foregoing shall not be construed to require that the Assessment Roll be in printed form if the amount of the Service Assessment for each parcel of property can be determined by use of a computer terminal available to the public.

Section 75-24. Notice By Publication.

(A) Upon completion of the initial Assessment Roll, the City Administrator shall publish, or direct the publication of, once in a newspaper of general circulation within the City a notice stating that at a meeting of the Council on a certain day and hour, not earlier than 20 calendar days from such publication, which meeting shall be a regular, adjourned, or special meeting, the Council will hear objections of all interested persons to the Final Assessment Resolution which shall establish the rate of assessment and approve the aforementioned initial Assessment Roll.

(B) The published notice shall conform to the requirements set forth in the Uniform Assessment Collection Act. Such notice shall include (1) a geographic depiction of the property subject to the Service Assessment; (2) a brief and general description of the services, facilities, or programs to be provided; (3) the rate of assessment including a Maximum Assessment Rate in the event one was adopted by in the Initial Assessment Resolution; (4) the procedure for objecting provided in Section 75-26 hereof; (5) the method by which the Service Assessment will be collected; and (6) a statement that the initial Assessment Roll is available for inspection at the office of the City Administrator and all interested persons may ascertain the amount to be assessed against a parcel of Assessed Property at the office of the City Administrator.

(C) In the City's discretion the notice required pursuant to this Section may be provided in the manner authorized in Sections 50.011 and 50.0311, Florida Statutes.

Section 75-25. - Notice By Mail.

(A) In addition to the published notice required by Section 75-24, the City Administrator shall provide notice, or direct the provision of notice, of the proposed Service Assessment by first class mail to the Owner of each parcel of property subject to the Service Assessment.

(B) The mailed notice shall conform to the requirements set forth in the Uniform Assessment Collection Act. Such notice shall include (1) the purpose of the Service Assessment; (2) the rate of assessment to be levied against each parcel of property, including a Maximum Assessment Rate in the event one was adopted by the Initial Assessment Resolution; (3) the Assessment Unit applied to determine the Service Assessment; (4) the number of such Assessment Units contained in each parcel of property; (5) the total revenue to be collected by the City from the Service Assessment; (6) a statement that failure to pay the Service Assessment will cause a tax certificate to be issued against the property or foreclosure proceedings to be instituted, either of which may result in a loss of title to the property; (7) a statement that all affected Owners have a right to appear at the hearing and to file written objections with the Council within 20 days of the notice; and (8) the date, time, and place of the hearing.

(C) The mailed notice shall be mailed at least 20 calendar days prior to the hearing to each Owner at such address as is shown on the Tax Roll. Notice shall be deemed mailed upon delivery thereof to the possession of the United States Postal Service. The City Administrator may provide proof of such notice by affidavit. Failure of the Owner to receive such notice due to mistake or inadvertence shall not affect the validity of the Assessment Roll nor release or discharge any obligation for payment of a Service Assessment imposed by the Council pursuant to this Ordinance.

Section 75-26. - Adoption Of Final Assessment Resolution.

(A) At the time named in such notice or to such time as an adjournment or continuance may be taken by the Council, the Council shall receive any written objections of interested persons and may then, or at any subsequent meeting of the Council, adopt the Final Assessment Resolution which shall:

(1) create any Assessment Area;

(2) confirm, modify, or repeal the Initial Assessment Resolution with such amendments, if any, as may be deemed appropriate by the Council;

(3) establish the Maximum Assessment Rate, if desired by the Council and set the rate of assessment to be imposed in the upcoming fiscal year;

(4) approve the initial Assessment Roll, with such amendments as it deems just and right; and

(5) determine the method of collection.

(B) The adoption of the Final Assessment Resolution by the Council shall constitute a legislative determination that all parcels assessed derive a special benefit from the services, facilities, or programs to be provided or constructed and a legislative determination that the Service Assessments are fairly and reasonably apportioned among the properties that receive the special benefit.

(C) All written objections to the Final Assessment Resolution shall be filed with the City Administrator at or before the time or adjourned time of such hearing. The Final Assessment Resolution shall constitute the Annual Rate Resolution for the initial Fiscal Year in which Service Assessments are imposed or reimposed hereunder.

Section 75-27. - Effect Of Final Assessment Resolution.

(A) The Service Assessments for the initial Fiscal Year shall be established upon adoption of the Final Assessment Resolution. The adoption of the Final Assessment Resolution shall be the final adjudication of the issues presented (including, but not limited to, the method of apportionment and assessment, the Maximum Assessment Rate, the initial rate of assessment, the initial Assessment Roll, and the levy and lien of the Service Assessments), unless proper steps are initiated in a court of competent jurisdiction to secure relief within 20 days from the date of Council action on the Final Assessment Resolution.

(B) The initial Assessment Roll, as approved by the Final Assessment Resolution, shall be delivered to the Tax Collector, or the Property Appraiser if so directed by the Tax Collector, or if an alternative method is used to collect the Service Assessments, such other official as the Council by resolution shall designate.

Section 75-28. - Annual Adoption Procedures.

(A) Annually, during the budget adoption process, the Council shall determine whether to reimpose a Service Assessment for each Fiscal Year following the initial Fiscal Year. If the Council elects to reimpose a Service Assessment, the procedures in this Section 75-28 shall be followed.

(B) The initial proceedings for the reimposition of an annual Service Assessment shall be the adoption of a Preliminary Rate Resolution by the Council (1) containing a brief and general description of the services, facilities, or programs to be provided; (2) determining the Service Cost to be assessed for the upcoming Fiscal Year; (3) establishing the estimated assessment rate for the upcoming Fiscal Year; (4) establishing or increasing a Maximum Assessment Rate, if desired by the Council; (5) authorizing the date, time, and place of a public hearing to receive and consider comments from the public and consider the adoption of the Annual Rate Resolution for the upcoming Fiscal Year; and (6) directing the City Administrator to (a) update the Assessment Roll, (b) provide notice by publication and first class mail to affected Owners in the event circumstances described in subsection (F) of this Section so require, and (c) directing and authorizing any supplemental or additional notice deemed proper, necessary or convenient by the City.

(C) At the public hearing established in the Preliminary Rate Resolution or to which an adjournment or continuance may be taken by the Council, the Council shall receive any oral or written objections of interested persons and may then, or at any subsequent meeting of the Council, adopt the Annual Rate Resolution, which shall (1) establish the rate of assessment to be imposed in the upcoming Fiscal Year and (2) approve the Assessment Roll for the upcoming Fiscal Year with such adjustments as the Council deems just and right. The Assessment Roll shall be prepared in accordance with the method of apportionment set forth in the Initial Assessment Resolution, or any subsequent Preliminary Rate Resolution, together with modifications, if any, that are provided and confirmed in the Final Assessment Resolution or any subsequent Annual Rate Resolution.

(D) Nothing herein shall preclude the Council from providing annual notification to all Owners of Assessed Property in the manner provided in Sections 75-24 and 75-25 hereof or any other method as provided by law.

(E) The Council may establish or increase a Maximum Assessment Rate in an Initial Assessment Resolution or Preliminary Rate Resolution and confirm such Maximum Assessment Rate in the Annual Rate Resolution in the event notice of such Maximum Rate Assessment has been included in the notices required by Section 75-24 and 75-25 hereof.

(F) In the event (1) the proposed Service Assessment for any Fiscal Year exceeds the rates of assessment adopted by the Council, including a Maximum Assessment Rate, if any, that were listed in the notices previously provided to the Owners of Assessed Property pursuant to Sections 75-24 and 75-25 hereof, (2) the purpose for which the Service Assessment is imposed or the use of the revenue from the Service Assessment is substantially changed from that represented by notice

previously provided to the Owners of Assessed Property pursuant to Sections 75-24 and 75-25 hereof, (3) Assessed Property is reclassified or the method of apportionment is revised or altered resulting in an increased Service Assessment from that represented by notice previously provided to the Owners of Assessed Property pursuant to Sections 75-24 and 75-25 hereof, or (4) an Assessment Roll contains Assessed Property that was not included on the Assessment Roll approved for the prior Fiscal Year, notice shall be provided by publication and first class mail to the Owners of such Assessed Property as provided by law. Such notice shall substantially conform with the notice requirements set forth in Sections 75-24 and 75-25 hereof and inform the Owner of the date, time, and place for the adoption of the Annual Rate Resolution. The failure of the Owner to receive such notice due to mistake or inadvertence, shall not affect the validity of the Assessment Roll nor release or discharge any obligation for payment of a Service Assessment imposed by the Council pursuant to this Ordinance.

(G) As to any Assessed Property not included on an Assessment Roll approved by the adoption of the Final Assessment Resolution or a prior year's Annual Rate Resolution, the adoption of the succeeding Annual Rate Resolution shall be the final adjudication of the issues presented as to such Assessed Property (including, but not limited to, the determination of special benefit and fair apportionment to the Assessed Property, the method of apportionment and assessment, the rate of assessment, the establishment or increase of a Maximum Assessment Rate, the Assessment Roll, and the levy and lien of the Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the date of the Council action on the Annual Rate Resolution. Nothing contained herein shall be construed or interpreted to affect the finality of any Assessment not challenged within the required 20-day period for those Assessments previously imposed against Assessed Property by the inclusion of the Assessed Property on an Assessment Roll approved in the Final Assessment Resolution or any subsequent Annual Rate Resolution.

(H) The Assessment Roll, as approved by the Annual Rate Resolution, shall be delivered to the Tax Collector as required by the Uniform Assessment Collection Act, or if the alternative method described in Section 75-60 hereof is used to collect the Assessments, such other official as the Council by resolution shall designate. If the Assessment against any property shall be sustained, reduced, or abated by the court, an adjustment shall be made on the Assessment Roll.

Section 75-29. - Interim Service Assessments.

(A) An interim Service Assessment may be imposed against all property for which a Certificate of Occupancy is issued after adoption of the Annual Rate Resolution. The amount of the interim Service Assessment shall

be calculated upon a monthly rate, which shall be one-twelfth of the annual rate for such property computed in accordance with the Annual Rate Resolution for the Fiscal Year for which the interim Service Assessment is being imposed. Such monthly rate shall be imposed for each full calendar month remaining in the Fiscal Year. In addition to the monthly rate, the interim Service Assessment may also include an estimate of the subsequent Fiscal Year's Service Assessment.

(B) No Certificate of Occupancy shall be issued until full payment of the interim Service Assessment is received by the City. Issuance of the Certificate of Occupancy without the payment in full of the interim Service Assessment shall not relieve the Owner of such property of the obligation of full payment. Any interim Service Assessment not collected prior to the issuance of the Certificate of Occupancy may be collected pursuant to the Uniform Assessment Collection Act as provided in Section 75-59 of this Ordinance or by any other method authorized by law. Any interim Service Assessment shall be deemed due and payable on the date the Certificate of Occupancy was issued and shall constitute a lien against such property as of that date. Said lien shall be equal in rank and dignity with the liens of all state, City, district or municipal taxes and special assessments, and superior in rank and dignity to all other liens, encumbrances, titles and claims in and to or against the real property involved and shall be deemed perfected upon the issuance of the Certificate of Occupancy.

Sections 75-30 – 75-39 – Reserved.

ARTICLE III. - CAPITAL ASSESSMENTS

Section 75-40. - General Authority.

(A) The Council is hereby authorized to impose Capital Assessments against property located within an Assessment Area to fund the Capital Cost or Project Cost, if obligations are issued, of Local Improvements.

(B) The Capital Assessment shall be computed in a manner that fairly and reasonably apportions the Capital Cost or Project Cost, if obligations are issued, among the parcels of property within the Assessment Area based upon objectively determinable Assessment Units and reasonably related to the special benefit provided by the Local Improvement. Nothing contained in this Ordinance shall be construed to require the imposition of Capital Assessments against Government Property.

(C) All Capital Assessments shall be imposed in conformity with the procedures set forth in this Article III.

Section 75-41. - Initial Proceedings. The initial proceeding for the imposition of a Capital Assessment shall be the Council's adoption of an Initial Assessment Resolution:

(A) describing the property to be located within the proposed Assessment Area;

(B) containing a brief and general description of the Local Improvements to be provided;

(C) determining the Capital Cost or Project Cost to be assessed for Local Improvements;

(D) describing the method of apportioning the Capital Cost or Project Cost and the computation of the Capital Assessments for specific properties;

(E) establishing an estimated assessment rate for the upcoming Fiscal Year;

(F) describe the provisions, if any, for acceleration and prepayment of the Capital Assessment;

(G) describe the provisions, if any, for reallocating the Capital Assessment upon future subdivision;

(H) establishing a Maximum Assessment Rate, if desired by the Council;

(I) authorizing the date, time, and place of a public hearing to consider the adoption of the Final Assessment Resolution for the upcoming Fiscal Year; and (I) directing the City Administrator to (1) prepare the initial Assessment Roll, as required by Section 75-42 hereof, (2) publish the notice required by Section 75-43 hereof, and (3) mail the notice required by Sections 75-44 hereof.

Section 75-42. - Capital Assessment Roll.

(A) The City Administrator shall prepare, or direct the preparation of, the initial Assessment Roll for Capital Assessments, which shall contain the following:

(1) A summary description of all Assessed Property conforming to the description contained on the Tax Roll.
(2) The name of the Owner of the Assessed Property.
(3) The number of Assessment Units attributable to each parcel.

(4) The amount of the Capital Assessment to be imposed against each Assessed Property.

(B) Copies of the Initial Assessment Resolution and the preliminary Assessment Roll shall be available in the office of the City Administrator and open to public inspection. The foregoing shall not be construed to require that the Assessment Roll be in printed form if the amount of the Capital Assessment for each parcel of property can be determined by use of a computer terminal available to the public.

Section 75-43. - Notice By Publication.

(A) Upon completion of the initial Assessment Roll, the City Administrator shall publish, or direct the publication of, once in a newspaper of general circulation within the City a notice stating that at a meeting of the Council on a certain day and hour, not earlier than 20 calendar days from such publication, which meeting shall be a regular, adjourned, or special meeting, the Council will hear objections of all interested persons to the Final Assessment Resolution which shall establish the rate of assessment and approve the aforementioned initial Assessment Roll.

(B) The published notice shall conform to the requirements set forth in the Uniform Assessment Collection Act. Such notice shall include (1) a geographic depiction of the property subject to the Capital Assessment; (2) a brief and general description of the Local Improvement and related services to be provided; (3) the rate of assessment including a Maximum Assessment Rate in the event one was adopted by in the Initial Assessment Resolution; (4) the procedure for objecting provided in Section 75-45 hereof; (5) the method by which the Capital Assessment will be collected; and (6) a statement that the initial Assessment Roll is available for inspection at the office of the City Administrator and all interested persons may ascertain the amount to be assessed against a parcel of Assessed Property at the office of the City Administrator.

Section 75-44. - Notice By Mail.

(A) In addition to the published notice required by Section 75-43, the City Administrator shall provide notice, or direct the provision of notice, of the proposed Capital Assessment by first class mail to the Owner of each parcel of property subject to the Capital Assessment.

(B) The mailed notice shall conform to the requirements set forth in the Uniform Assessment Collection Act. Such notice shall include (1) the purpose of the Capital Assessment; (2) the rate of assessment to be levied against each parcel of property, including a Maximum Assessment Rate in the event one was adopted by the Initial Assessment Resolution; (3) the

Assessment Unit applied to determine the Capital Assessment; (4) the number of such Assessment Units contained in each parcel of property; (5) the total revenue to be collected by the City from the Capital Assessment; (6) a statement that failure to pay the Capital Assessment will cause a tax certificate to be issued against the property or foreclosure proceedings to be instituted, either of which may result in a loss of title to the property; (7) a statement that all affected Owners have a right to appear at the hearing and to file written objections with the Council within 20 days of the notice; and (8) the date, time, and place of the hearing.

(C) The mailed notice shall be mailed at least 20 calendar days prior to the hearing to each Owner at such address as is shown on the Tax Roll. Notice shall be deemed mailed upon delivery thereof to the possession of the United States Postal Service. The City Administrator may provide proof of such notice by affidavit. Failure of the Owner to receive such notice due to mistake or inadvertence shall not affect the validity of the Assessment Roll nor release or discharge any obligation for payment of a Capital Assessment imposed by the Council pursuant to this Ordinance.

Section 75-45. - Adoption Of Final Assessment Resolution.

(A) At the time named in such notice or to such time as an adjournment or continuance may be taken by the Council, the Council shall receive any written objections of interested persons and may then, or at any subsequent meeting of the Council, adopt the Final Assessment Resolution which shall:

(1) create any Assessment Area;

(2) confirm, modify, or repeal the Initial Assessment Resolution with such amendments, if any, as may be deemed appropriate by the Council;

(3) establish the maximum amount of the Capital Assessment for each Assessment Unit and levy the rate of assessment for the upcoming Fiscal Year;

(4) approve the initial Assessment Roll, with such amendments as it deems just and right; and

(5) determine the method of collection.

(B) The adoption of the Final Assessment Resolution by the Council shall constitute a legislative determination that all parcels assessed derive a special benefit from the Local Improvement to be provided or constructed and a legislative determination that the Capital Assessment are fairly and reasonably apportioned among the properties that receive the special benefit.

(C) All written objections to the Final Assessment Resolution shall be filed with the City Administrator at or before the time or adjourned time of such hearing. The Final Assessment Resolution shall constitute the Annual Rate Resolution for the initial Fiscal Year in which Assessments are imposed or reimposed hereunder.

Section 75-46. - Effect Of Final Assessment Resolution.

(A) The Capital Assessments for the initial Fiscal Year shall be established upon adoption of the Final Assessment Resolution. The adoption of the Final Assessment Resolution shall be the final adjudication of the issues presented (including, but not limited to, the method of apportionment and assessment, the initial rate of assessment, the initial Assessment Roll, and the levy and lien of the Capital Assessments), unless proper steps are initiated in a court of competent jurisdiction to secure relief within 20 days from the date of Council action on the Final Assessment Resolution.

(B) The initial Assessment Roll, as approved by the Final Assessment Resolution, shall be delivered to the Tax Collector, or the Property Appraiser if so directed by the Tax Collector, or if an alternative method is used to collect the Capital Assessments, such other official as the Council by resolution shall designate.

Section 75-47. - Annual Adoption Procedures.

(A) During its budget adoption process and prior to September 15 of each year, the Council shall adopt an Annual Rate Resolution for each Fiscal Year in which Capital Assessments will be imposed to fund the Capital Cost or Project Cost of a Local Improvement. The Final Assessment Resolution shall constitute the Annual Assessment Resolution for the initial Fiscal Year. The Assessment Roll shall be prepared in accordance with the Initial Assessment Resolution, as confirmed or amended by the Final Assessment Resolution. Failure to adopt an Annual Assessment Resolution during the budget adoption process for a Fiscal Year may be cured at any time.

(B) In the event that the uniform method of collection provided for in the Uniform Assessment Collection Act is used and (1) the proposed Capital Assessment for any Fiscal Year exceeds the Maximum Assessment Rate included in notice previously provided to the Owners of Assessed Property pursuant to Sections 75-43 and 75-44 hereof, (2) the purpose for which the Capital Assessment is imposed or the use of the revenue from the Capital Assessment is substantially changed from that represented by notice previously provided to the Owners of Assessed Property pursuant to Section 75-43 and 75-44 hereof; (3) Assessed Property is reclassified or the method of apportionment is revised or altered resulting in an increased Capital

Assessment from that represented by notice previously provided to the Owners of Assessed Property pursuant to Sections 75-43 and 75-44 hereof, or (4) an Assessment Roll contains Assessed Property that was not included on the Assessment Roll approved for the prior Fiscal Year, notice shall be provided by first class mail to the Owner of such Assessed Property. Such supplemental notice shall substantially conform with the notice requirements set forth in Sections 75-43 and 75-44 hereof and inform the Owner of the date and place for the adoption of the Annual Rate Resolution. The failure of the Owner to receive such supplemental notice due to mistake or inadvertence, shall not affect the validity of the Assessment Roll nor release or discharge any obligation for payment of a Capital Assessment imposed by the Council pursuant to this Ordinance.

(C) As to any Assessed Property not included on an Assessment Roll approved by the adoption of the Final Assessment Resolution or a prior year's Annual Rate Resolution, the adoption of the succeeding Annual Rate Resolution shall be the final adjudication of the issues presented as to such Assessed Property (including, but not limited to, the determination of special benefit and fair apportionment to the Assessed Property, the method of apportionment and assessment, the rate of assessment, the establishment or increase of a Maximum Assessment Rate, the Assessment Roll, and the levy and lien of the Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the date of the Council action on the Annual Rate Resolution. Nothing contained herein shall be construed or interpreted to affect the finality of any Assessment not challenged within the required 20-day period for those Assessments previously imposed against Assessed Property by the inclusion of the Assessed Property on an Assessment Roll approved in the Final Assessment Resolution or any subsequent Annual Rate Resolution.

(D) The Assessment Roll, as approved by the Annual Rate Resolution, shall be delivered to the Tax Collector, or the Property Appraiser if so directed by the Tax Collector, or if an alternative method is used to collect the Capital Assessments, such other official as the Council by resolution shall designate. If the Capital Assessment against any property shall be sustained, reduced, or abated by the Council, an adjustment shall be made on the Assessment Roll.

Sections 75-48 – 75-58 – Reserved.

ARTICLE IV. - COLLECTION AND USE OF ASSESSMENTS

Section 75-59. - Method Of Collection.

(A) Unless otherwise directed by the Council, the Assessments shall be collected pursuant to the Uniform Assessment Collection Act, and

the City shall comply with all applicable provisions of the Uniform Assessment Collection Act. Any hearing or notice required by this Ordinance may be combined with any other hearing or notice required by the Uniform Assessment Collection Act.

(B) The amount of an Assessment to be collected using the Uniform Assessment Collection Act for any specific parcel of benefitted property may include an amount equivalent to the payment delinquency, delinquency fees and recording costs for a prior year's assessment for a comparable service, facility, program, or Local Improvement provided, (1) the collection method used in connection with the prior year's assessment did not employ the use of the Uniform Assessment Collection Act, (2) notice is provided to the Owner, and (3) any lien on the affected parcel for the prior year's assessment is supplanted and transferred to such Assessment upon certification of a non-ad valorem roll to the Tax Collector by the City.

Section 75-60. - Alternative Method Of Collection. In lieu of using the Uniform Assessment Collection Act, the Council may elect to collect Assessments by any other method which is authorized by law or under the alternative collection method provided by this Section:

(A) The Council shall provide Assessment bills by first class mail to the Owner of each affected parcel of property, other than Government Property. The bill or accompanying explanatory material shall include (1) a brief explanation of the Assessment, (2) a description of the unit of measurement used to determine the amount of the Assessment, (3) the number of units contained within the parcel, (4) the total amount of the Assessment imposed against the parcel for the appropriate period, (5) the location at which payment will be accepted, (6) the date on which the Assessment is due, and (7) a statement that the Assessment constitutes a lien against Assessed Property equal in rank and dignity with the liens of all state, City, district or municipal taxes and other non-ad valorem assessments.

(B) A general notice of the lien resulting from imposition of the Assessments shall be recorded in the Official Records of the City. Nothing herein shall be construed to require that individual liens or releases be filed in the Official Records.

(C) The Council shall have the right to foreclose and collect all delinquent Assessments in the manner provided by law for the foreclosure of mortgages on real property or appoint or retain an agent to institute such foreclosure and collection proceedings.

(D) An Assessment shall become delinquent if it is not paid within 30 days from the date any installment is due. The Council or its agent shall

notify any property owner who is delinquent in payment of his or her Assessment within 60 days from the date such assessment was due. Such notice shall state in effect that the Council or its agent will either (1) initiate a foreclosure action or suit in equity and cause the foreclosure of such property subject to a delinquent Assessment in a method now or hereafter provided by law for foreclosure of mortgages on real property, or (2) cause an amount equivalent to the delinquent Assessment, not previously subject to collection using the uniform method under the Uniform Assessment Collection Act, to be collected on the tax bill for a subsequent year.

(E) All costs, fees and expenses, including reasonable attorney fees and title search expenses, related to any foreclosure action as described herein shall be included in any judgment or decree rendered therein. At the sale pursuant to decree in any such action, the City may be the purchaser to the same extent as any Person. The Council or its agent may join in one foreclosure action the collection of Assessments against any or all property assessed in accordance with the provisions hereof. All delinquent Owners whose property is foreclosed shall be liable for an apportioned amount of reasonable costs and expenses incurred by the Council and its agents, including reasonable attorney fees, in collection of such delinquent Assessments and any other costs incurred by the Council as a result of such delinquent Assessments and the same shall be collectible as a part of or in addition to, the costs of the action.

(F) In lieu of foreclosure, any delinquent Assessment and the costs, fees and expenses attributable thereto, may be collected pursuant to the Uniform Assessment Collection Act; provided however, that (1) notice is provided to the Owner in the manner required by the Uniform Assessment Collection Act and this Ordinance, and (2) any existing lien of record on the affected parcel for the delinquent Assessment is supplanted by the lien resulting from certification of the Assessment Roll, as applicable, to the Tax Collector.

(G) Notwithstanding the Council's use of an alternative method of collection, the City Administrator shall have the same power and authority to correct errors and omissions as provided to him or other City officials in Section 75-7 hereof.

(H) Any Council action required in the collection of Assessments may be by resolution.

Section 75-61. - Government Property. In lieu of using the Uniform Assessment Collection Act to collect Assessments from Government Property, the City may elect to use any other method authorized by law or pursuant to the method provided in this Section:

(A) The City shall provide Assessment bills by first class mail to the Owner of each affected parcel of Government Property. The bill or accompanying explanatory material shall include (1) a brief explanation of the Assessment, (2) a description of the unit of measurement used to determine the amount of the Assessment, (3) the number of units contained within the parcel, (4) the total amount of the parcel's Assessment for the appropriate period, (5) the location at which payment will be accepted, and (6) the date on which the Assessment is due.

(B) Assessments imposed against Government Property shall be due on the same date as all other Assessments and, if applicable, shall be subject to the same discounts for early payment.

(C) An Assessment shall become delinquent if it is not paid within 30 days from the date any installment is due. The City shall notify the Owner of any Government Property that is delinquent in payment of its Assessment within 60 days from the date such Assessment was due. Such notice shall state that the City will initiate a mandamus or other appropriate judicial action to compel payment.

(D) All costs, fees and expenses, including reasonable attorney fees and title search expenses, related to any mandamus or other action as described herein shall be included in any judgment or decree rendered therein. All delinquent owners of Government Property against which a mandamus or other appropriate action is filed shall be liable for an apportioned amount of reasonable costs and expenses incurred by the City, including reasonable attorney fees, in collection of such delinquent Assessments and any other costs incurred by the City as a result of such delinquent Assessments and the same shall be collectible as a part of or in addition to, the costs of the action.

(E) As an alternative to the foregoing, an Assessment imposed against Government Property may be collected on the bill for any utility service provided to such Government Property. The Council may contract for such billing services with any utility not owned by the City.

Sections 75-62 – 75-69 – Reserved.

ARTICLE V. - ISSUANCE OF OBLIGATIONS

Section 75-70. General Authority.

(A) Upon adoption of the Final Assessment Resolution imposing Capital Assessments to fund a Local Improvement or at any time thereafter, the Council shall have the power and is hereby authorized to provide by

resolution, at one time or from time to time in series, for the issuance of Obligations to fund the Project Cost thereof.

(B) If issued, the principal of and interest on each series of Obligations shall be payable from Pledged Revenue. At the option of the Council, the City may agree, by resolution, to budget and appropriate funds to make up any deficiency in the reserve account established for the Obligations or in the payment of the Obligations, from other non-ad valorem revenue sources. The Council may also provide, by resolution, for a pledge of or lien upon proceeds of such non-ad valorem revenue sources for the benefit of the holders of the Obligations. Any such resolution shall determine the nature and extent of any pledge of or lien upon proceeds of such non-ad valorem revenue sources.

Section 75-71. Terms Of The Obligations. If issued, the Obligations shall be dated, shall bear interest at such rate or rates, shall mature at such times as may be determined by resolution of the Council, and may be made redeemable before maturity, at the option of the City, at such price or prices and under such terms and conditions, all as may be fixed by the Council. Said Obligations shall mature not later than 40 years after their issuance. The Council shall determine by resolution the form of the Obligations, the manner of executing such Obligations, and shall fix the denominations of such Obligations, the place or places of payment of the principal and interest, which may be at any bank or trust company within or outside of the State of Florida, and such other terms and provisions of the Obligations as it deems appropriate. The Obligations may be sold at public or private sale for such price or prices as the Council shall determine by resolution. The Obligations may be delivered to any contractor to pay for construction of the Local Improvements or may be sold in such manner and for such price as the Council may determine by resolution to be for the best interests of the City.

Section 75-72. Variable Rate Obligations. At the option of the Council, Obligations may bear interest at a variable rate.

Section 75-73. Temporary Obligations. Prior to the preparation of definitive Obligations of any series, the Council may, under like restrictions, issue interim receipts, interim certificates, or temporary Obligations, exchangeable for definitive Obligations when such Obligations have been executed and are available for delivery. The Council may also provide for the replacement of any Obligations which shall become mutilated, destroyed or lost. Obligations may be issued without any other proceedings or the happening of any other conditions or things than those proceedings, conditions or things which are specifically required by this Ordinance.

Section 75-74. Anticipation Notes. In anticipation of the sale of Obligations, the Council may, by resolution, issue notes and may renew the

same from time to time. Such notes may be paid from the proceeds of the Obligations, the proceeds of the Capital Assessments, the proceeds of the notes and such other legally available moneys as the Council deems appropriate by resolution. Said notes shall mature within five years of their issuance and shall bear interest at a rate not exceeding the maximum rate provided by law. The Council may issue Obligations or renewal notes to repay the notes. The notes shall be issued in the same manner as the Obligations.

Section 75-75. Taxing Power Not Pledged. Obligations issued under the provisions of this Ordinance shall not be deemed to constitute a general obligation or pledge of the full faith and credit of the City within the meaning of the Constitution of the State of Florida, but such Obligations shall be payable only from Pledged Revenue in the manner provided herein and by the resolution authorizing the Obligations. The issuance of Obligations under the provisions of this Ordinance shall not directly or indirectly obligate the City to levy or to pledge any form of ad valorem taxation whatever therefore. No holder of any such Obligations shall ever have the right to compel any exercise of the ad valorem taxing power on the part of the City to pay any such Obligations or the interest thereon or to enforce payment of such Obligations or the interest thereon against any property of the City, nor shall such Obligations constitute a charge, lien or encumbrance, legal or equitable, upon any property of the City, except the Pledged Revenue.

Section 75-76. Trust Funds. The Pledged Revenue received pursuant to the authority of this Ordinance shall be deemed to be trust funds, to be held and applied solely as provided in this Ordinance and in the resolution authorizing issuance of the Obligations. Such Pledged Revenue may be invested by the City, or its designee, in the manner provided by the resolution authorizing issuance of the Obligations. The Pledged Revenue upon receipt thereof by the City shall be subject to the lien and pledge of the holders of any Obligations or any entity other than the City providing credit enhancement on the Obligations.

Section 75-77. Remedies Of Holders. Any holder of Obligations, except to the extent the rights herein given may be restricted by the resolution authorizing issuance of the Obligations, may, whether at law or in equity, by suit, action, mandamus or other proceedings, protect and enforce any and all rights under the laws of the State of Florida or granted hereunder or under such resolution, and may enforce and compel the performance of all duties required by this part, or by such resolution, to be performed by the City.

Section 75-78. Refunding Obligations. The City may, by resolution of the Council, issue Obligations to refund any Obligations issued pursuant to this Ordinance, or any other obligations of the City theretofore issued to

finance the Project Cost of a Local Improvement and provide for the rights of the holders hereof. Such refunding Obligations may be issued in an amount sufficient to provide for the payment of the principal of, redemption premium, if any, and interest on the outstanding Obligations to be refunded. If the issuance of such refunding Obligations results in an annual Assessment that exceeds the estimated maximum annual Capital Assessments set forth in the notice provided pursuant to Section 75-44 hereof, the Council shall provide notice to the affected property owners and conduct a public hearing in the manner required by Article III of this Chapter.

SECTION 2. APPLICABILITY. This Ordinance and the Council's authority to impose assessments pursuant hereto shall be applicable throughout the City.

SECTION 3. ALTERNATIVE METHOD.

(A) This Ordinance shall be deemed to provide an additional and alternative method for the doing of the things authorized hereby and shall be regarded as supplemental and additional to powers conferred by other laws, and shall not be regarded as in derogation of any powers now existing or which may hereafter come into existence. This Ordinance, being necessary for the welfare of the inhabitants of the City shall be liberally construed to effect the purposes hereof.

(B) Nothing herein shall preclude the Council from directing and authorizing, by resolution, the combination with each other of (1) any supplemental or additional notice deemed proper, necessary, or convenient by the City, (2) any notice required by this Ordinance, or (3) any notice required by law, including the Uniform Assessment Collection Act.

SECTION 4. SEVERABILITY. The provisions of this Ordinance are severable; and if any section, subsection, sentence, clause or provision is held invalid by any court of competent jurisdiction, the remaining provisions of this Ordinance shall not be affected thereby.

SECTION 5. CONFLICTS. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6. CODIFICATION. It is the intention of the Council, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the City of Bradenton Code of Ordinances; that the sections of this Ordinance may be renumbered or relettered to accomplish such intentions; and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

SECTION 7. EFFECTIVE DATE. This Ordinance shall be in force and take effect immediately upon its passage and adoption.

PASSED AND DULY ADOPTED, BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, with a quorum present and voting, this 22nd day of April 2026.

CITY OF BRADENTON, FLORIDA

_____
Gene Brown, Mayor

ATTEST:

_____
Tamara Melton, City Clerk

Approved as to Form:

_____
Scott Rudacille, City Attorney

First Reading: April 8, 2026
Publication Date: April 12, 2026
Second Reading: April 22, 2026

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City of Bradenton's website by the time notice of the proposed ordinance is published in the newspaper.

Proposed ordinance's title:

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, RELATING TO THE PROVISION OF SERVICES, FACILITIES, PROGRAMS, AND LOCAL IMPROVEMENTS WITHIN THE CITY OF BRADENTON, FLORIDA; ADOPTING CHAPTER 75 OF THE CITY OF BRADENTON CODE OF ORDINANCES ENTITLED "MASTER CAPITAL PROJECT AND SERVICE ASSESSMENTS"; AUTHORIZING THE IMPOSITION AND COLLECTION OF SPECIAL ASSESSMENTS AGAINST PROPERTY WITHIN THE CITY OF BRADENTON; PROVIDING CERTAIN DEFINITIONS AND DEFINING THE TERMS "ASSESSMENT," "SERVICE ASSESSMENT," AND "CAPITAL ASSESSMENT"; PROVIDING FOR THE CREATION OF ASSESSMENT AREAS; ESTABLISHING THE PROCEDURES FOR IMPOSING CAPITAL AND SERVICE ASSESSMENTS; ESTABLISHING PROCEDURES FOR NOTICE AND ADOPTION OF ASSESSMENT ROLLS; PROVIDING THAT ASSESSMENTS CONSTITUTE A LIEN ON ASSESSED PROPERTY UPON ADOPTION OF THE ASSESSMENT ROLL; PROVIDING THAT THE LIEN FOR AN ASSESSMENT COLLECTED PURSUANT TO SECTIONS 197.3632 AND 197.3635, FLORIDA STATUTES, UPON PERFECTION SHALL ATTACH TO THE PROPERTY ON THE PRIOR JANUARY 1, THE LIEN DATE FOR AD VALOREM TAXES; PROVIDING THAT A PERFECTED LIEN SHALL BE EQUAL IN RANK AND DIGNITY WITH THE LIENS OF ALL STATE, CITY, DISTRICT, OR MUNICIPAL TAXES AND ASSESSMENTS AND SUPERIOR IN DIGNITY TO ALL OTHER PRIOR LIENS, MORTGAGES, TITLES, AND CLAIMS; AUTHORIZING EXEMPTIONS; PROVIDING PROCEDURES FOR COLLECTION OF ASSESSMENTS; PROVIDING A MECHANISM FOR THE IMPOSITION OF ASSESSMENTS ON GOVERNMENT PROPERTY; PROVIDING FOR ISSUANCE OF OBLIGATIONS; DECLARING THE PROVISIONS OF THIS ORDINANCE TO BE SUPPLEMENTAL, ADDITIONAL, AND AN ALTERNATIVE METHOD; PROVIDING FOR APPLICABILITY AND SEVERABILITY; PROVIDING FOR CONFLICTS AND CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of Bradenton is of

the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of Bradenton is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
  a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
  b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
  c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
  d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City of Bradenton hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

This ordinance adopts a Master Capital Project and Service Assessment ordinance, containing the provisions noted above. It provides necessary definitions and procedures for the imposition of both capital special assessments to fund necessary local improvements and service special assessments to fund the provision of essential public services. It also provides for collection for these assessments and authorizes the issuance of obligations secured by assessment proceeds if desired by the City in the future. The ordinance is adopted pursuant to the City's home rule authority and its procedures are in conformance with Section 197.3632, Florida Statutes. The primary purpose of this ordinance is to authorize the imposition of special assessments in accordance with Florida law in furtherance of the public purpose of protecting the public health, safety, and welfare.

[1] See Section 166.041(4)(c), Florida Statutes.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Bradenton, if any:

Not quantifiable at this time. The ordinance authorizes but does not require the imposition of special assessments. Any special assessments would have to be imposed by future resolutions adopted by the City Council in conformance with the procedures included in this ordinance.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

All businesses owning real property within the City would potentially be subject to the levy of a special assessment on their real property pursuant to the procedures included in this ordinance; however, any special assessments would have to be imposed by future resolutions adopted by the City Council.

4. Additional information the governing body deems useful (if any):
None.

AGENDA ITEM NO. 8.a

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: April 22, 2026

SUBMITTED BY: Corey Fortin, City Administration

ITEM TYPE: Agreement

AGENDA SECTION: NEW BUSINESS BY DEPARTMENT HEADS, CITY ATTORNEY AND COUNCIL

SUBJECT: Non-Binding Letter Agreement for G.T. Bray Park between City of Bradenton and Manatee County

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City is the owner of certain real property known as G.T. Bray Park located at 5502 33rd Avenue Drive West in Bradenton. Manatee County is the holder of a long term lease for the G.T. Bray Park Property dated June 14, 1978, which the lease is set to expire on June 14, 2028. As the County has made significant financial investments and facility improvements in the Park property since the Lease began in 1978, the parties desire for the City to convey the property to the County, subject to certain easements and parcels to be retained by the City for utility and maintenance operations, as well as to retain the Fire Station #3 and Public Safety Operations Center facilities. The parties find it in the best interests of the public to enter into this Agreement.

The County will be responsible for payment of the recording fees for the transaction, as well as the City's legal fees in an amount not to exceed $9,500.00.

FINANCIAL IMPACT:
Under the current agreement the City provides significant water and sewer service free of charge to the County facilities. Under the new agreement the City will be

billing the County retail water and sewer rates for such utility services.

ATTORNEY REVIEW/RECOMMENDATION:
Approved by Blalock Walters.

SUGGESTED MOTION:
Motion to approve the Non-Binding Letter Agreement for G.T. Bray Park between City of Bradenton and Manatee County and authorize the Mayor to execute.

ATTACHMENTS:
Non-Binding Letter of Agreement for G.T. Bray Park

NON-BINDING LETTER OF AGREEMENT FOR G.T. BRAY PARK

This Non-Binding Letter of Agreement (the "Agreement") is entered by and between Manatee County, a political subdivision of the State of Florida (the "County"), and The City of Bradenton, a municipal corporation of the State of Florida (the "City"), entered into on the date executed by City (the "Effective Date"). The County and the City may be referred to collectively as the "Parties" or individually as a "Party".

WHEREAS, the City is the owner of certain real property commonly known as G.T. Bray Park located at 5502 33rd Avenue Drive West, Bradenton, Florida 34209 (the "Property"); and

WHEREAS, the Parties desire for the City to convey the Property to the County, subject to certain easements and parcels to be reserved by the City (the "Reservations"); and

WHEREAS, the Parties find that it is in the best interests of the public to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1 RECITALS

The foregoing recitals are true and correct and are incorporated herein by this reference.

SECTION 2 CONVEYANCE OF PROPERTY

The City shall convey to the County all right, title, and interest in and to the Property. The conveyance shall be subject to certain easements and parcels to be reserved by the City. The Parties shall mutually agree upon the final legal descriptions of both the Property and the Reservations prior to execution of the deed that is in a form agreed upon by the Parties.

SECTION 3 CONSIDERATION

The total consideration for the conveyance of the Property shall be **Ten Dollars ($10.00)**.

SECTION 4 TERMINATION

City or County's rights under this Agreement shall terminate:
Thirty (30) days after the County or City provides written notice to the other party of their election to terminate this Agreement or on June 14, 2028.

SECTION 5 RECORDING FEES

The County shall be responsible for payment of all recording fees associated with the recording of the deed for the Property and for any easements related to the Reservations.

SECTION 6 SURVEYS AND LEGAL DESCRIPTIONS

The City shall be responsible for preparing the survey and legal description for the Reservations. The County shall be responsible for preparing the survey and legal description for the Property.

SECTION 7 ATTORNEY'S FEES

The County agrees to reimburse the City for its attorney's fees payable to Blalock Walters, P.A., in an amount not to exceed **Nine Thousand Five Hundred Dollars ($9,500.00)** upon the presentation of paid invoices evidencing same and provided the County's Board of County Commissioners makes the appropriate findings that reimbursing these costs would serve a valid public purpose.

SECTION 8 INDEMNIFICATION

Each party, as a political subdivision as defined by Florida Statute § 768.28, shall indemnify each Party and hold it harmless as to any claim, judgment or damage award whatsoever arising out of or related to that indemnifying Party's own negligent or wrongful acts or omissions related to the construction, use, maintenance, ownership or control of the Property, to the extent permitted by law, and subject to the dollar limitations set forth in Florida Statute § 768.28. For any property that, as of the Effective Date, is under the City's control or maintenance, which property is described in Exhibit A, attached hereto and incorporated herein by this reference, the City will indemnify the County for any acts, omissions, use, maintenance, construction, or other claims arising out of the City's ownership and control of said property prior to the County's acquisition. The Parties understand that pursuant to Florida Statute § 768.28(19), no Party is entitled to be indemnified or held harmless by another Party for its own negligent or wrongful acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by any Party to which sovereign immunity may be applicable, and each Party claims all of the privileges and immunities and other benefits and protections afforded by Florida Statute § 163.01(9). The Parties to this Agreement do not intend that this Agreement benefit any third party, and nothing herein should be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement.

SECTION 9 AMENDMENTS

This Agreement may not be amended, canceled, changed, discharged, modified, rescinded, supplemented or terminated other than as expressly provided herein, except by an instrument in writing executed by all Parties hereto. All amendments are subject to acceptance and approval by the Board of County Commissioners of Manatee County, Florida (the "Board").

SECTION 10 AUTHORIZATION

Each Party represents to the other that such Party has the requisite power and authority under all applicable laws to enter into this Agreement, that all of the procedural requirements imposed by law upon each Party for the approval and authorization of this Agreement have been properly completed, and that the persons who have executed the Agreement on behalf of each Party are authorized and empowered to execute said Agreement. This Agreement may be executed by electronic signature in accordance with Florida law.

SECTION 11 AVAILABILITY OF FUNDING

The County's obligations under this Agreement are subject to the availability of funds lawfully appropriated annually for its purposes by its Board and the availability of funds through contract or grant programs. In the event that such funds are, in good faith, not appropriated or are terminated during the term of this Agreement, the County shall have the option of terminating this Agreement and all covenants and obligations hereunder by providing THIRTY (30) days' written notice to the City. If the County terminates this Agreement due to a lack of funding pursuant to this provision, all rights and liabilities of the Parties arising under this Agreement shall terminate.

SECTION 12 BROKER'S FEES

The Parties were not represented by a real estate broker in this transaction. The County will pay no commission to any broker in connection with the acquisition of the Property. The City shall indemnify, defend and hold harmless the County from and against all claim for any commissions, fees or other form of compensation by any broker in connection with the acquisition of the Property.

SECTION 13 DOCUMENTS AND REPORTS

Within TEN (10) days after the Effective Date of this Agreement, the City shall provide to the County copies of all written reports in the City's possession relating to the

environmental condition of the Property; all boundary surveys of the Property; any existing title policy or commitment pertaining to the Property, if any.

SECTION 14 FLORIDA LAW AND MANATEE COUNTY VENUE

This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Florida. Venue for resolution of all disputes, whether by mediation, arbitration or litigation, shall lie in Manatee County, Florida.

SECTION 15 HEADINGS

The headings contained in this Agreement are for convenience and reference and shall not affect the meaning or interpretation of this Agreement.

SECTION 16 INPUT AND INTERPRETATION

Each Party has had equal input into the drafting of this Agreement and has been represented by counsel in negotiating this Agreement's terms. Neither this Agreement nor any uncertainty or ambiguity in this Agreement shall be construed against the County or the City, whether under any rule of construction or otherwise. This Agreement shall be construed and interpreted according to the ordinary meaning of the words used so as to accomplish fairly the purposes and intentions of the Parties. The Parties have each carefully read the terms and conditions of this Agreement and know and understand the contents and effect of this Agreement.

SECTION 17 SEVERABILITY

If any one or more of the provisions of this Agreement should be held contrary to law or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining provisions of this Agreement, which remaining provisions shall continue in full force and effect, provided that the rights and obligations of the Parties contained herein are not materially prejudiced and the intentions of the Parties continue to be effective.

SECTION 18 NOTICE

Any and all notices, approvals, claims, consents, demands, requests or other communications between the Parties (hereinafter Notices) shall be in writing. All Notices shall be given by hand delivery in person or by registered or certified mail, postage prepaid to the following addresses (or such other address as either party may designate by delivery of prior notice to the other party):

If to City The City of Bradenton
101 12th Street West
Bradenton, Florida 34205

If to County: Manatee County Government
Attention: Property Acquisition Division Manager
Property Management Department
PO Box 1000
Bradenton, Florida 34206

and Manatee County Government
Attention: County Attorney
County Attorney's Office
1112 Manatee Avenue West, Suite 969
Bradenton, Florida 34205

All Notices shall be deemed effective and received upon actual receipt by the Party to which such notice is given or FIVE (5) days after mailing, whichever occurs first.

SECTION 18 RADON GAS

Pursuant to the requirements of Section 404.056(5), Florida Statutes, the following statement shall appear within the provisions of this Agreement:

> RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

SECTION 19 NON-BINDING NATURE

This Agreement does not create any legal obligations or liabilities for either party. Neither party shall be bound to proceed with the proposed conveyance.

IN WITNESS WHEREOF, the Parties have executed this Agreement, by and through their fully authorized representatives, on the respective dates below.

CITY OF BRADENTON,
a municipal corporation of the State of Florida

By: _____
Name: _____
Title: _____
Date: _____

ATTEST:

_____
City Clerk

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

By: its Board of County Commissioners

By: _____
Chairperson

Date: _____

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: _____
Deputy Clerk

AGENDA ITEM NO. 8.b

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: April 22, 2026

SUBMITTED BY: Corey Fortin, City Administration

ITEM TYPE: Agreement

AGENDA SECTION: NEW BUSINESS BY DEPARTMENT HEADS, CITY ATTORNEY AND COUNCIL

SUBJECT: Third Note Modification Agreement with Florida Cultural Group, Inc.

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The Florida Cultural Group, Inc. has requested an extension of the $2.3M Note from the City of Bradenton for an additional two years. The request is based upon the potential property development plans that "Players" is exploring to enhance revenue and services. The City Administrator has agreed to recommend the extension to City Council based on the activities the Group is undertaking to bring additional cultural enhancements to the area. Janene Amick, CEO will provide an update on the project upon request.

FINANCIAL IMPACT:
This extension will result in two additional annual interest payments of $46,000.00 each, as previously stated as the applicable interest rate of the existing Note on the $2.3M loan.

ATTORNEY REVIEW/RECOMMENDATION:
Approved by Blalock Walters.

SUGGESTED MOTION:
Motion to approve the Third Note Modification Agreement and authorize execution

by the Mayor.

ATTACHMENTS:
Third Note Modification Agreement

THIRD NOTE MODIFICATION AGREEMENT

THIS THIRD NOTE MODIFICATION AGREEMENT (the "Agreement") is made effective as of the 22nd day of April, 2026 (the "Effective Date") between CITY OF BRADENTON, a municipal corporation of the State of Florida (the "Lender") whose address is 101 Old Main Street West, Bradenton, Florida 34205 and FLORIDA CULTURAL GROUP, INC. f/k/a The Manatee Players, Inc., a Florida not-for-profit corporation, whose address is 502 3rd Avenue West, Bradenton, Florida 34205 (the "Borrower"), and is made in reference to the following recitals of fact:

RECITALS

A. On May 3, 2016, Borrower executed a promissory note in favor of Lender to evidence a principal indebtedness in the maximum amount of TWO MILLION THREE HUNDRED THOUSAND AND NO/100 DOLLARS ($2,300,000.00) (the "Note"). The Borrower has exercised both two one-year extensions (the "Extension Periods") and the Maturity Date of the Note was extended to May 3, 2021.

B. On April 28, 2021, the parties executed a note modification agreement further extending the Maturity Date of Note to June 30, 2024, and confirmed the interest rate.

C. On April 25, 2024, the parties executed a Second Note Modification Agreement further extending the Maturity Date of the Note to June 30, 2026, and confirmed the interest rate.

D. The parties have agreed to extend the Maturity Date of the Note to June 30, 2028.

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration in hand paid to each of the parties hereto by the other, the receipt and adequacy of which consideration is acknowledged by each of them, the parties do hereby covenant and agree to be legally bound as follows:

1. Recitals. The parties acknowledge that the statements contained in the recitals of facts set forth above (the "Recitals") are true and correct, and the Recitals by this reference are made a part of this Agreement.

2. Extension of Term.- Modification. The Term of the Note is extended to June 30, 2028 and the rate of interest shall continue at 2.00%, per annum with an interest payment due on June 30, 2026 of $46,000.00, and due on June 30, 2027 of $46,000.00 and due on June 30, 2028 of $46,000.00 and with the outstanding principal balance of $2,300,000.00, so the total amount due on June 30, 2028 is $2,346,000.00.

3. Ratification. Except as modified by this Agreement, Borrower hereby ratifies and confirms the continued validity and viability of all terms, conditions, and obligations set forth in the Note and all other instrument executed in connection with the Note.

4. Other Provisions. Except as set forth in this Agreement, all other terms, conditions, and obligations set forth in the Note and all other instruments executed in connection with the loan

evidenced thereby, shall remain in full force and effect and shall be fully complied with. Borrower hereby represents warrants and agrees that: (a) there exists no breach, default or event of default by Lender under the Note; (b) the Note continues to be a legal, valid and binding agreement and obligation of Borrower; and (c) Borrower does not have any current offset or defense to its performance or obligations under the Note.

5. Severability. Whenever possible, every provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision hereof shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity only, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

6. **Documentary Stamps. No additional funds have been advanced hereunder; accordingly, no documentary stamp tax is due hereon. In the event that any documentary stamp is due or claimed due as a result hereof, Borrower agrees to pay same, and any penalties thereon, and agrees to indemnify and hold Lender harmless therefrom.**

7. Binding Effect. This Agreement shall bind the successors and assigned of the parties; it constitutes the entire understanding of the parties, and it may not be modified except in writing.

8. Execution. This Agreement shall not be effective nor shall it have any force and effect whatsoever until all of the parties hereto have duly executed this Agreement.

INTENTIONALLY LEFT BLANK – SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have fully executed this Agreement, and shall be deemed to have executed such on the day and year first above written.

Date of Execution: April 22, 2026

"LENDER"

CITY OF BRADENTON, a municipal corporation of the State of Florida

By: _____
Gene Brown, Mayor

ATTEST:

_____
Tamara Melton, City Clerk

"BORROWER"

FLORIDA CULTURAL GROUP, INC.,
a Florida not-for-profit corporation

By: Janene M. Amick as CEO
Print Name: Janene M. Amick
Title: CEO

AGENDA ITEM NO. 8.c

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: April 22, 2026

SUBMITTED BY: Rob Perry, City Administration

ITEM TYPE: Agreement

AGENDA SECTION: NEW BUSINESS BY DEPARTMENT HEADS, CITY ATTORNEY AND COUNCIL

SUBJECT: City Park / Pittsburgh Pirates Memorandum of Understanding (MOU)

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City's architecture construction manager and project managers/inspectors are scheduled to begin construction of Phase I of the City Park improvements in the immediate future, with a goal of completing such work on a tight timeline prior to Spring Training 2027. This incudes, among other things, utility relocation, field and park construction along with parking areas directly north of left/center field areas of LECOM Park that are currently within the LECOM existing parking areas. This agreement allows the City to amend the provisions of the lease for a section of the parking area within the existing lease agreement and to complete construction of Phase I.

FINANCIAL IMPACT:
Improvements to LECOM Park parking area and Pirate's City are to be determined consistent with City funding commitments to the project.

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:

Motion to approve the MOU with the Pittsburgh Pirates.

ATTACHMENTS: